

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6906990

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENTS
CONVEYING PARTY DATA	
Name	Execution Date
CHRIS STRICKLER	03/15/2017
RECEIVING PARTY DATA	
Name:	ECOSENSE LIGHTING INC.
Street Address:	837 NORTH SPRING ST.
Internal Address:	SUITE 103
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90012
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16686039
CORRESPONDENCE DATA	
Fax Number:	(919)800-3226
<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>	
Phone:	919-522-0312
Email:	jaybrownlaw@gmail.com
Correspondent Name:	JAY M. BROWN
Address Line 1:	1135 KILDAIRE FARM RD.
Address Line 2:	SUITE 200
Address Line 4:	CARY, NORTH CAROLINA 27511
ATTORNEY DOCKET NUMBER:	ESL18005CIP2
NAME OF SUBMITTER:	JAY M. BROWN
SIGNATURE:	/Jay M. Brown/
DATE SIGNED:	09/09/2021
Total Attachments: 8	
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CS

Chris Strickler
Ecessense Lighting - Employees

Profile Employment Benefits Documents EcessHR ACA History

Details Compensation Direct Deposits W-4

Employment Details

Status Terminated	Type Full-Time
Hire Date 03/15/2017	Scheduled Hours Per Week 0
Termination Date 12/01/2020	Job Title Principal Engineer, Electrical
Termination Type Voluntary	
COBRA Severance Through Date mm/dd/yyyy	
EO LWQMGM	

FTE: 03/15/2017- 12/01/2020. Contractor for 3-4 weeks effective 1/19/2021 up to 15 hours/week.

ECOSENSE

March 10, 2017

Mr. Chris Strickler
25182 Campina Drive
Mission Viejo, California 92691

Dear Chris:

Re: Offer of Employment

I am pleased to extend to you this offer to become a full time employee of EcoSense Lighting Inc., as **Sr. Electrical Engineer**. In this position, you will report to the **Mustafa Homsy, Director of Electrical Engineering**. Your start date is on or before **March 15, 2017**. This offer contains the following terms:

1. Salary at the annual rate of _____, payable in 24 equal installments of _____ each on the 15th and last day of each month.

2. Annual bonus of _____ that consisting of a Performance-linked bonus based on the company's performance. This Bonus is payable Quarterly the last days in April, July, October, and January.

Fifteen (15) days of earned vacation per year.

4. We will promptly recommend to the Board of Directors of the Company that you be issued an option to purchase _____ shares. Subject to the Board's approval, the date of the grant will be on your start date, and the strike price will set at that day's closing price of our common stock. These options will vest over _____ years to vest _____ one year after your employment start date and at the rate of _____ at the end of each quarter.

5. In addition to the above, you will receive the standard benefit package available to all Company employees as it may be in effect from time to time. You will be subject to the Company's Travel & Entertainment Expense Requirements. These benefits and requirements are subject to periodic review and revision by the Company in its discretion. We will provide you separately with a package outlining the standard employee benefits.

6. This offer is contingent on your execution of the Company's Nondisclosure, and Developments Agreement, attached hereto, and on being able to provide proof of employability under United States immigration laws by satisfactorily submitting the documents required by the local government. Please present ahead of the start of employment, documentation to establish your identity and employment eligibility.

Tel: 310 496 6255

837 North Spring Street, Los Angeles, CA 90012

www.ecosenselighting.com

ECOSENSE

You will not be permitted to start your employment until your employment eligibility is verified. This offer also is contingent on the successful completion of a background check.

7. By accepting this offer below, you represent that you are subject to no other agreements which might restrict your conduct at the Company; that the Company has instructed you to comply fully with the non-disclosure and confidentiality restrictions set forth in your pre-existing agreement(s); and that you understand that if you violate such restrictions while employed by the Company, your employment by the Company shall be subject to immediate termination.

8. You will be employed by the Company on an at-will basis. This means that your employment is for no specific period of time, and either you or the Company may terminate your employment at any time, with or without notice and with or without cause. This letter is not meant to be a contract of employment for any specific duration. Although your job duties, title, compensation and benefits, as well as Company personnel policies and procedures, may change from time to time, you agree (A) that the Company Nondisclosure, Noncompetition and Developments Agreement will continue to apply to you and (B) the "at-will" nature of your employment may only be changed in a document signed by you and the Company.

9. The Company's principal office is located in Los Angeles, and this offer letter will be governed by the laws of the State of California without application of the conflict of laws principles thereof.


Please sign, indicating your acceptance and return via e-mail by **March 13, 2017**.

I am looking forward to your contribution and participation in the exciting opportunities at the Company.

Sincerely,

By: Steven Gelsomini
Vice President Finance
For: EcoSense Lighting

I hereby accept and agree to the above offer employment subject to the conditions set out above.


Chris Strickler

3/11/17
Date

Tel: 310 496 6255

837 North Spring Street, Los Angeles, CA 90012

www.ecosenselighting.com

ECOSENSE

EcoSense Lighting Inc.

NONDISCLOSURE, NONSOLITATION AND DEVELOPMENTS AGREEMENT

In consideration of my employment by EcoSense Lighting Inc. and/or any of its affiliates or subsidiaries (together referred to as the "Company"), and of the compensation, stipend, or other remuneration paid to me during my employment, I agree as follows:

1. Acknowledgement. I acknowledge and agree that by engaging in an employment relationship with the Company, I will be performing significant duties on behalf of the Company, and I will be exposed to certain valuable know-how and information relating to a highly competitive industry. I also acknowledge and agree that the covenants set forth in this Agreement are a material part of my relationship with the Company, and without my agreement to be bound by such covenants, the Company would not have agreed to hire me.

2. Confidential Information. I acknowledge that, as an employee of the Company, I will have access to confidential information of the Company and that improper disclosure or use of such confidential information would cause the Company substantial loss, damage, and irreparable harm. I shall at all times hold confidential all trade secrets, proprietary information, inventions and developments, customer lists, business plans and all other data or information, (and any tangible evidence, record or representation thereof), whether prepared, conceived or developed by an employee or consultant of the Company (including myself) or received by the Company from an outside source, that is in the possession of the Company and that is maintained in confidence by the Company or might permit the Company or its customers to obtain a competitive advantage over competitors who do not have access to such information (collectively, referred to herein as the "Confidential Information"). I acknowledge that my employment creates a relationship of confidence and trust between me and the Company with respect to Confidential Information.

During my employment by the Company, I shall use and disclose Confidential Information only to the extent necessary to perform my duties to the Company and for the sole benefit of the Company, and, in any event, during my employment by the Company and at all times thereafter I shall not disclose to any person or entity outside the Company, or make use of, any Confidential Information except as authorized with the prior written direction or written permission of a duly authorized officer of the Company. This provision shall not apply to any information that the Company has voluntarily disclosed to the public or has otherwise legally entered the public domain.

I understand that the Company has from time to time in its possession information that is claimed by others to be proprietary and that the Company has agreed to keep confidential. I agree that all such information shall be Confidential Information for purposes of this Agreement.

3. Developments. I agree that all originals and all copies of all drawings, prints, diagrams, notes, memoranda, and other materials and writings containing, representing, evidencing, recording, or constituting any Confidential Information (as defined in paragraph 2 above) and Developments (hereinafter defined), however and whenever produced (whether by myself or others) and whether or not patentable or subject to copyright protection, shall be the sole property of the Company and shall be returned to the Company upon the termination of my employment for any reason.

I agree that all Confidential Information and all other discoveries, inventions, ideas, concepts, processes, products, methods and improvements, or parts thereof, conceived, developed, or otherwise made by me, alone or jointly with others and in any way relating to the Company's present or proposed products, programs or services or to tasks assigned to me during the course of my employment, whether or not subject to copyright or patent protection, and whether or not reduced to tangible form or reduced to practice during the period of my employment with the Company, and whether or not made during my regular working hours or on the Company's premises (collectively referred to herein as "Developments") shall be the sole property of the Company. I agree that all such Developments shall constitute works made for hire under the copyright laws of the United States and hereby assign and, to the extent any such assignment cannot be made at present, I hereby agree to assign to the Company all of my right, title, and interest in such Developments and in all copyrights, patents, reproduction and other proprietary rights I may have in any such Developments, together with the right to file for or own wholly without restriction United States and foreign patents, trademarks and copyrights with respect thereto.

Notwithstanding the foregoing, in accordance with California Labor Code Sections 2870-2872, I acknowledge that this Agreement does not require me to assign to the Company any invention that was developed entirely on my own time without using the Company's equipment, supplies, facilities, or trade secret information of the Company (except for those inventions that either (1) relate at the time of conception or reduction to practice of the invention to the business of the Company, or to the Company's actual or demonstrably anticipated research or development, or (2) result from any work performed by me for the Company), and that this Agreement constitutes written notice from the Company that this Agreement does not apply to an invention which qualifies fully under the provisions of California Labor Code Section 2870.

4. No Conflict. I am subject to no contractual restriction or obligation that will in any way limit my activities on behalf of the Company or prevent me from performing all of the terms of this Agreement except as disclosed pursuant to the next sentence. I hereby represent and warrant to the Company that I have no continuing contractual obligations to any previous employer or any other party (a) with respect to

any Developments, (b) that require me not to use or disclose information to the Company (other than the confidential information of a prior employer), or (c) that require me to refrain from competing directly or indirectly with the business of such previous employer or other party except the following:

(If none, please write "None.")

I further represent and warrant that I do not claim rights in, or otherwise exclude from this Agreement, any Development except the following:

(If none, please write "None.")

I represent, warrant and covenant that, in the course of my employment with the Company, I will not (a) breach any continuing contractual obligation that I have to any previous employer or any other party, including, without limitation any of the agreements that I have listed above, or (b) use or disclose any trade secret or other proprietary right of any previous employer or any other party.

5. Records. I shall make and maintain adequate and current written records of all Confidential Information and Developments that by virtue of paragraph 3 are the sole property of the Company and shall disclose the same promptly, fully and in writing to the Company's President or other duly authorized officer.

6. Obtaining Legal Protection for Developments. During and after the term of my employment by the Company, I shall execute, acknowledge, seal and deliver all documents, including, without limitation, all instruments of assignment, patent and copyright applications and supporting documentation, and perform all acts, that the Company may request to secure its rights hereunder and to carry out the intent of this Agreement. In furtherance of my undertaking in the immediately preceding sentence, I specifically agree to assist the Company, at the Company's expense, in every proper way to obtain for its sole benefit, in any and all countries, patents, copyrights or other legal protection for all Developments that by virtue of paragraph 3 hereof are the sole property of the Company and for publications pertaining to any of them. All of my expenses incurred in connection with my obligations under this paragraph, including but not limited to travel costs, shall be reimbursed by the Company. However, I shall receive no compensation for my time spent except that if I am required to spend more than eight hours in fulfilling my obligations hereunder after the termination of my employment with the Company, the Company shall compensate me for such excess hours at a rate that is fair and reasonable in light of the nature of the services rendered. I further agree that if the Company is unable, after using its best reasonable efforts, to secure my signature on any such documents and if I have not objected to such action as not being required by this

Agreement, any executive officer of the Company shall be entitled to execute any such documents as my agent and attorney-in-fact, and I hereby irrevocably designate and appoint each executive officer of the Company as my agent and attorney-in-fact to execute any such documents on my behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights or interests in any Development under the conditions described in this sentence.

7. Nonsolicitation.

(a) As long as I am employed by the Company and for a period of one year after the termination of my employment for any reason, I will not, alone or in concert with others, directly or indirectly, hire or attempt to hire any employee of the Company or solicit, entice or encourage any such employee to terminate his or her employment with the Company.

(b) I acknowledge that (i) the restrictions set forth in this paragraph 7 are necessary to protect the Confidential Information and good will of the Company; and (ii) these restrictions shall apply and be binding regardless of changes in my position, duties, responsibilities or compensation during my employment or engagement.

8. Enforceability of Agreement. In the event that any provision of this Agreement shall be determined to be unenforceable by any court of competent jurisdiction by reason of its extending for too great a period of time or over too large a geographic area or over too great a range of activities, it shall be interpreted to extend only over the maximum period of time, geographic area or range of activities as to which it may be enforceable. If any provision of this Agreement shall be determined to be invalid, illegal or otherwise unenforceable by any court of competent jurisdiction, the validity, legality and enforceability of the other provisions of this Agreement shall not be affected thereby. Except as otherwise provided in this paragraph, any invalid, illegal or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

9. Interpretation and Modification of Agreement. This Agreement constitutes the entire and only agreement between the Company and me respecting the subject matter hereof, and supersedes all prior agreements and understandings, oral and written, between us concerning such subject matter. No modification, amendment, waiver, or termination of this Agreement or of any provision hereof shall be binding unless made in writing and signed by a duly authorized officer of the Company. Failure of the Company to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions. In the event of any inconsistency between this Agreement and any other contract between the Company and me, the provisions of this Agreement shall prevail.

10. Entitlement to Relief. I acknowledge that money damages alone will not adequately compensate the Company for breach of any of my covenants and agreements herein and, therefore, agree that in the event of the breach or threatened breach of any

such covenant or agreement, in addition to all other remedies available to the Company, at law, in equity or otherwise, the Company shall be entitled to injunctive relief compelling specific performance of, or other compliance with, the terms thereof.

11. Survival of Obligations Pursuant to Agreement. This Agreement shall be binding upon me irrespective of the duration of my employment by the Company, the reasons for the termination of my employment by the Company, or the amount of my salary or wages. My obligations under this Agreement shall survive the termination of my employment by the Company irrespective of the reasons for such termination and shall not in any way be modified, altered or otherwise affected by such termination.


12. Application of Agreement. This Agreement shall inure to the benefit of the Company and its legal representatives, successors, and assigns, and shall be binding upon me and my heirs, legal representatives, successors and assigns.

13. Choice of Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Delaware without regard to its principles of conflicts of laws, and shall be deemed to be effective as of the first day of my employment with the Company.

14. At-Will Employment. This Agreement does not constitute a contract of employment and does not imply that my employment will continue for any length of time.

I ACKNOWLEDGE THAT, BEFORE PLACING MY SIGNATURE HEREUNDER, I HAVE READ ALL OF THE PROVISIONS OF THIS NONDISCLOSURE AND DEVELOPMENTS AGREEMENT, AND HAVE THIS DAY RECEIVED A COPY HEREOF.

IN WITNESS WHEREOF, I have executed this Agreement as a sealed instrument effective as of the 15 day of MARCH.



Signature

CHRIS STRICKLAND

Printed Name