

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6969738

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | PAUL MOLLERUP-MADSEN | 08/10/2021 |
| | WILLIAM STUART | 08/10/2021 |
| | JOSEPH DANIEL LILES | 09/16/2011 |
| RECEIVING PARTY DATA | | |
| Name: | TIME MARINE, INC. | |
| Street Address: | 2040 N. LOOP 336 W | |
| Internal Address: | #124 | |
| City: | CONROE | |
| State/Country: | TEXAS | |
| Postal Code: | 77304 | |
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | |
| Application Number: | 15937294 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (713)622-0220 | |
| <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: | 7136227005 | |
| Email: | silachi@tumeyllp.com | |
| Correspondent Name: | TOD T. TUMEY | |
| Address Line 1: | PO BOX 22188 | |
| Address Line 4: | HOUSTON, TEXAS 77227-2188 | |
| ATTORNEY DOCKET NUMBER: | 4110-00801 | |
| NAME OF SUBMITTER: | TOD TUMEY | |
| SIGNATURE: | /ttumey/ | |
| DATE SIGNED: | 10/14/2021 | |
| Total Attachments: 6 | | |
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PATENT

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ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, we, **Poul Mollerup-Madsen, William Stuart, Joseph Daniel Liles** ("ASSIGNORS"), having made an invention in **Tractor Trailer Gooseneck Extension**, while in the employ either as an employee or consultant of **Time Marine, Inc.**, a corporation organized, existing, and doing business at 2040 N. Loop 336 W., #124, Conroe, Texas 77304 (sometimes hereinafter called "ASSIGNEE"), do hereby ASSIGN, SELL and CONVEY to said **Time Marine, Inc.**, its successors and assigns, the entire right, title and interest throughout the world in and to:

1. Said invention in **Tractor Trailer Gooseneck Extension**;
2. United States of America patent application on said invention, Application No. 15/937,294 filed March 27, 2018, entitled **Tractor Trailer Gooseneck Extension**;
3. All applications for patent or like protection on said invention that have now been or may in the future be made by us or our legal representatives, including any continuation, continuation-in-part and any other utility applications that may be based on this invention, whether in the United States of America or any other place anywhere in the world;
4. All patents and like protection that have now been or may in the future be granted on said invention to us or our legal representatives, whether in the United States of America or in any other country or place anywhere in the world;
5. All substitutions for and divisions, continuations, continuations-in-part, renewals, reissues, extensions, and the like of said applications and patents and like grants, including without limitation, those obtained or permissible under past, present and future laws and statutes;
6. All rights of action on account of past, present and future unauthorized use of said invention and for infringement of said patents and like protection;

7. The right in ASSIGNEE to file in its name applications for patents and like protection for said invention in any country or countries foreign to the United States; and

8. All international rights of priority associated with said invention, applications, patents and like protection; and we covenant that we, and our heirs, legal representatives, assigns, administrators, and executors, will, at the expense of ASSIGNEE, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give ASSIGNEE, its successors and assigns, the full benefit of this Assignment.

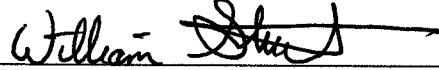
EXECUTED on the date indicated below, opposite our signatures.

ASSIGNORS

Date: 8-10-2021


Poul Mollerup-Madsen

Date: 8/10/2021


William Stuart

Date: _____

Joseph Daniel Liles

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

Agreement made the 16th day of SEPTEMBER 2011, by and between TIME MARINE, INC. ("the Employer") and Joe Liles ("the Employee").

RECITALS

1.01 WHEREAS, Employer, with main offices in Houston, Texas, is in the engineering, design and consulting business providing services to industrial, marine, shipping and other industries across the United States and around the world.

1.02 WHEREAS, Employer has developed certain unique and specialized written designs, techniques, formulas, processes, techniques, data and other technical and marketing information ("Confidential Information") which Employer considers to be confidential and valuable trade secrets and assets in its business, which Employer and its employees utilize in providing its consulting services and Employer desires to maintain the confidentiality and restrict access and dissemination of this Confidential Information.

1.03 WHEREAS, Employer has provided to Employee access to the Confidential Information which is not available in the general public and Employer desires secure the commitment from Employee that Employee will not use this information except in pursuit of Employers business and will not use it to compete against Employer in the event that Employee's relationship with Employer is terminated for any reason.

ARTICLE II.

Property Rights of Parties

2.01 Employee hereby acknowledges, covenants and agrees as follows:

- (a) In the course of his employment with Employer, Employee will have access to certain unique and specialized written designs, techniques, formulas, processes, data and other technical information, certain proprietary, confidential and highly sensitive information regarding the business operations of Employer, including but not limited to, the books and records related to the operations, finance, accounting, sales, personnel and management; customer names, addresses, and price lists, customer service requirements, costs of providing service and equipment, operating and maintenance costs and pricing matters, and manuals, written materials, which contain advice, methods, and other information provided to customers as a part of Employer's business (all hereinafter referred to as "Confidential Information").

- (b) Without the prior written consent of Employer, Employee will not at any time, whether during or after his or her employment hereunder, use for his or her own benefit or purpose or disclose to use for the benefit of any other person, partnership, firm, corporation, association or other business organization, any of the Confidential Information belonging to or relating to the affairs of Employer or any subsidiary or affiliate thereof.
- (c) All Confidential Information, whether prepared by Employee or otherwise coming into his or her possession, shall be the exclusive property of Employer. All such Confidential Information shall be immediately returned by Employee to Employer on termination of his or her employment.
- (d) In the event of a breach or threatened breach by Employee of the provisions under this Article II, the company shall be entitled to an injunction restraining the Employee from using or disclosing, in whole or in part, such Confidential Information. Nothing herein shall be construed as prohibiting the Employer from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages from the Employee.

ARTICLE III INVENTIONS

3.01 The Employee shall disclose promptly to Employer any and all conceptions and ideas for inventions, improvements and valuable discoveries, whether patentable or not, which are conceived or made by Employee solely or jointly with another during the period of employment or within one (1) year thereafter and which are related to the business or activities of Employer of which Employee conceives as a result of his or her employment by Employer and the Employee hereby assigns and agrees to assign all his or her interest therein to Employer or its nominee. Whenever requested to do so by Employer, the Employee shall execute any and all applications, assignments or other instruments which Employer shall deem necessary to apply for and obtain letters of patent of the United States or any foreign country, or to otherwise protect Employer's interests therein. These obligations shall continue beyond the termination of employment with respect to inventions, improvements and valuable discoveries, whether patentable or not, conceived, made or acquired by Employee during the period of employment, or within one (1) year thereafter, and shall be binding upon Employee's assigns, executors, administrators and other legal representatives.

ARTICLE IV NON-COMPETITION

4.01 During the term of this agreement, Employee shall not directly or indirectly, either as employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Employer.

4.02 For good and valuable consideration, the receipt and sufficiency of which is acknowledged, upon termination of this agreement by either party, Employee agrees to abide by the following restrictions for a period of _____ (4) years from date of termination of this agreement:

- (a) Employee will not, either as principal, agent, partner, employer, employee, stockholder, corporate officer or director, consultant, distributor, dealer, contractor, broker, or trustee or through the agency of any corporation, partnership, association, or other entity, or as an agent of an agency, or in any other individual or representative capacity: (i) request or advise any customer or client of Employer to curtail, cancel, or withdraw its business from Employer or (ii) otherwise perform any work or services for any customer or client of Employer.
- (b) Employee will not in any way aid any other person, partnership, firm, association, corporation or other business organization in obtaining business from the customers and clients of Employer that is comparable or similar to the sales and services provided by Employer.
- (c) Employee will not induce or attempt to influence in any way any other employee of Employer to terminate his employment for any reason whatsoever.
- (d) Employee will not directly or indirectly disclose to any other person, firm, corporation, or other entity, the names or addresses of any of the customers of Employer.

Customer or client of the Employer shall mean any person, entity, group, business or organization with whom Employer has done business or solicited business from at anytime during the Employers existence. This covenant on the part of Employee shall be construed as an agreement independent of any other provision of this agreement; and the existence of any claim or cause of action of Employee against Employer, whether predicated on this agreement or otherwise, shall not constitute a defense to enforcement by Employer of this covenant. Employee agrees that the remedy at law for breach of the foregoing covenant not to compete will be inadequate and Employer shall be entitled to injunctive relief in case of such breach, without prejudice to Employer's rights to seek other remedies available at law or in equity. In the event that the provisions of Article IV should be deemed to contain limitations as to time, geographical area and scope of activity which are unreasonable, or impose a greater restraint than is necessary to protect the goodwill or other business interests of Employer, then Employer and Employee agree that such limitations or restraint may be modified by the court and this agreement shall be enforced to the full extent provided by law.

EXECUTED on the 16th day of SEPTEMBER, 2011.

EMPLOYER:

TIME MARINE, INC.

BY: JOE LILES

EMPLOYEE:



A handwritten signature, likely of the employee, is written over a horizontal line.