

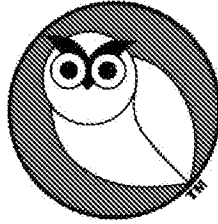
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6978047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NICKOLAS SISCHO	09/01/2020
RECEIVING PARTY DATA	
Name:	WASTEWISER
Street Address:	320 GOLD AVENUE SW
City:	ALBUQUERQUE
State/Country:	NEW MEXICO
Postal Code:	87102
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17482128
CORRESPONDENCE DATA	
Fax Number:	(407)841-8372
<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:	4078418375
Email:	info@danielpatents.com
Correspondent Name:	JASON T. DANIEL
Address Line 1:	605 E. ROBINSON ST., SUITE 105
Address Line 4:	ORLANDO, FLORIDA 32801
ATTORNEY DOCKET NUMBER:	200905-1-US
NAME OF SUBMITTER:	JASON T. DANIEL
SIGNATURE:	/Jason T. Daniel/
DATE SIGNED:	10/20/2021
Total Attachments: 8	
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WasteWiser™

CONFIDENTIAL INFORMATION

Work Made for Hire Agreement

(Confidentiality, Non-Compete, Non-Solicitation), (Patent Rights Assignment), (Copyright Assignment)

THIS AGREEMENT by and between WasteWiser (WW) on behalf of itself, its affiliates, agents, divisions, and assigns, whose address is 320 Gold Avenue, SW Suite 620, PMB 1230, Albuquerque NM, 87102 and Nickolas Sischo, 5916 Lunenburg Drive, Raleigh, NC 27603, an Independent Contractor (“CONTRACTOR”) is for Consulting Services related to WW’s development of proprietary reporting technologies and systems.

WW wishes to hire CONTRACTOR’s services and invest therein a position of trust and confidence and CONTRACTOR wishes to accept such contracting with WW. As a condition of CONTRACTOR’s engagement with WW, and to protect WW’s Confidential Information (as defined herein), WW’s patentable ideas and intellectual property, as well as WW’s customer relations and prospects, the specialized knowledge CONTRACTOR receives as a result of working with WW and other goodwill, THE PARTIES HEREBY AGREE AS FOLLOWS:

PURPOSE AND SCOPE: WW is researching and developing patentable custom data collection devices and reporting systems solutions for its exclusive use, promotion, and/or production to operate on its proprietary network. WW’s custom sensors, mounted to waste containers, will transmit data for processing then publication to final users for service accountability, price shopping, service rankings, and all related manner of market management and accountability therefrom derived. CONTRACTOR will perform work for hire at WW’s direction to develop WW’s unique and proprietary methods into a wholly-owned system on behalf of WW, for which WW will retain all rights to patents, copyrights, and intellectual property of any kind.

The sensors must have minimum battery life of four (4) years in any field application (design life will be necessarily longer), accurately transmit data when a container is dumped, when vibration is sensed from loading the container, allow tracking of the container’s location, be impervious to weather, be able to be mounted discretely, be able to be remotely pinged or download firmware as needed, be able to be geo-located with accuracy within ten (10) feet or less, and accept remote bug fixes. Once collected, data will be transmitted via SIM/cell carrier, either in bursts, as collected, or per “on demand” requests as needed though not anticipated to occur often in order to preserve battery life. The design, market options, enclosure, PCB, componentry, technology, batteries, magnets and/or transmission system must all take into account advancements in each of these technologies such that a large capital investment is not required, improved sensors are quickly deployable, and scale does not require significant further capital investment. WW’s design parameter specifics will be cooperatively developed and approved under separate cover as a final RFP to shop for production by CONTRACTOR. CONTRACTOR will be responsible for developing a manufacturing RFP, shopping research and ensuring conformance thereto, and recommendation and ranking of manufacturing options based on final product and timeline on behalf of WW.



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1. **Compensation.** CONTRACTOR will be paid by WW according to the following:

(a) Hourly Rate: An hourly rate of \$36.00 will be paid upon submission and acceptance of the CONTRACTOR's reported hours when accompanied by a signature affirming accuracy of the time and charges.

(b) Reporting Requirements: CONTRACTOR will independently maintain and submit hourly reporting no less than weekly specifying times worked, activities included therein, and related contacts made to industry personnel, companies, organizations, and/or any other related parties relied upon for development of recommendations to WW. The weekly reporting will detail: i) daily hours, ii) activities during the times reported, iii) company names, individuals' names, phone numbers, and/or emails related to industry research performed in deriving CONTRACTOR's recommendations to WW.

(c) Payment: Upon submission of weekly invoices meeting the requirements herein, WW will, within two business days, issue payment via check to CONTRACTOR's address for the gross amount billed. CONTRACTOR is a 1099 for all tax reporting requirements and is solely responsible for making all notices to taxing authorities. WW will report payments made to the independent contractor.

(d) Term: Unless earlier agreed to by both parties in writing, the term of this engagement will expire on December 31, 2020. All performance by CONTRACTOR must be successfully completed by the expiration date and/or agreed deadlines for payment to be issued.

2. **Work Made for Hire.** CONTRACTOR is specifically commissioned to translate, design, and refine the unique concepts and proprietary ideas developed by WW through its market knowledge of the waste collection industry and is engaged exclusively in this Work Made for Hire under the development directions of WW. CONTRACTOR will optimize WW's design ideas, and specify componentry, manufacturers, and suppliers capable of successfully assembling the solution(s) WW has conceived, described, and ordered. As precedent to WW's engagement of CONTRACTOR, both parties specifically understand and agree that WW will be assigned any/all rights to patents and/or copyrights resulting from the work for hire performed by CONTRACTOR, such assignment is evidenced by separate signature blocks for each at the end of this Agreement. These provisions will be interpreted as broadly as possible to the benefit of WW in order to protect its ideas, investment, and trade secrets in the work for hire project for which CONTRACTOR is engaged. The payment terms of this Agreement include compensation for the assignment of Patent and Copyrights, such consideration is accepted by CONTRACTOR as payment in full hereunder.

(a) Assignment of Copyright to and ownership by WW: CONTRACTOR is an independent contractor and as part of this Work Made for Hire Agreement herewith assigns all rights related to Copyright claims related in any way to the work performed herewith and executes herewith written agreement proof of assignment with its signature below. CONTRACTOR acknowledges the original work of authorship which is fixed in a tangible medium of expression forever hereafter is assigned to WW free and clear of all claims and further agrees the ideas of WW are themselves protected as trade secrets belonging to WW subject to pending patent application and are and will remain WW's exclusive property under this work for hire provision. To prevent any ambiguity about what is within the scope of employment for purposes of copyright ownership, all work performed under this Agreement qualifies.

(b) Assignment of all patent rights to and ownership by WW: CONTRACTOR is an independent contractor and as part of this Work Made for Hire Agreement, herewith assigns all Patent right related to the development work performed herein. WW and CONTRACTOR enter in this Agreement with the knowledge that WW will maintain ownership over anything WW considers a trade secret or confidential



information if in the event something created by CONTRACTOR is later the subject of a patent application, WW retains the rights to that idea(s).

(c) Assignment indemnification to CONTRACTOR: Upon CONTRACTOR's assignment to WW of all Patent and Copyrights, WW will provide comprehensive indemnification for all liabilities related to litigation brought in the future related and related to either Copyright or Patent infringement or similarly related claims. This is a work for hire specifically commissioned by WW, the results of which will be owned by WW, and for which CONTRACTOR will be held harmless and indemnified by WW for Patent and/or Copyright claims. CONTRACTOR's name will be listed on WW's application to the USPTO as the "INVENTOR" in order to apply for Patent and/or Copyright protection but WW will be assigned and retain all ownership rights in perpetuity based on the compensation in this Work for Hire.

3. **Confidential Information.** Confidential Information shall include, but not be limited to:

(a) The Company's and its Affiliate's data, data structure, data reporting, customers, customer lists, supplier lists, pricing methods and price or pricing schedules, financial information, financial statements, financial analyses, financial reports, financial compilations, financial studies, products, product research, product specifications, product plans, product services, packaging specifications, market research, marketing data, marketing plans, marketing compilations, or marketing studies, marketing research, marketing programs, media planning, media buying, WW's hardware or software configuration or processes, WW's designs, drawings, and other information or documentation provided to CONTRACTOR about any contemplated transaction or business effort involving WW, potential sales or acquisitions involving WW, WW's expansion or divestiture planning, WW's CONTRACTOR data of any variety, media plans, media policies of WW and its customers, clients, prospective customers, or potential targeted media partners, customers or clients and all other information of any variety about WW which CONTRACTOR has access to as a result of CONTRACTOR's contracted engagement with WW, directly or indirectly, whether in writing or orally, electronically, by drawing, by observation or in any other manner which is or was not generally available to the public either at the time it first became available to CONTRACTOR as a result of CONTRACTOR's contracted engagement with WW.

(b) Information provided to CONTRACTOR through WW's password protected computer system, communications with customers and prospective customers, vendors, contractors, and reimbursements for customer development expenses which assist CONTRACTOR develop goodwill for WW, as well as information and knowledge communicated to or derived by CONTRACTOR relating in any way to CONTRACTOR's participation in specialized training which CONTRACTOR received as a result of working with WW related to WW's business.

(c) Any and all proprietary, technical and financial or business information of WW or its Affiliates that is of value or significance to WW or its Affiliates and is not generally known to competitors nor intended for general dissemination.

(d) Any other information reasonably identified by WW and its Affiliates, agents, shareholders or officers as confidentially provided, however that "Confidential Information" shall not include (i) information known by or generally available or to the public at large; (ii) information given to CONTRACTOR by a third party without restrictions on its use; (iii) information disclosed by CONTRACTOR at the request of WW; and (iv) information required to be disclosed by law. WW identifies ALL information supplied to CONTRACTOR as "Confidential Information" unless otherwise excluded in writing as defined herein.



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4. **CONTRACTOR's Obligations to WW Regarding Confidentiality.**

(a) WW and CONTRACTOR agree that WW's Confidential Information has substantial economic value to WW. CONTRACTOR acknowledges that in the course of performing CONTRACTOR duties CONTRACTOR will receive WW's Confidential Information which CONTRACTOR agrees it will protect for so long as it is a CONTRACTOR of WW and at all times thereafter. Accordingly, CONTRACTOR agrees not to disclose any Confidential Information to any person who is not a CONTRACTOR of WW or any Affiliate, or to use, reveal, publish transfer or otherwise disclose any Confidential Information at any time to anyone not contracted with WW, except CONTRACTOR may be specifically requested to do in furtherance of its job while contracted with WW. The parties agree and acknowledge that this obligation is supported by WW's legitimate business interests, is not contrary to public policy, and shall survive the discontinuation of the contracted engagement relationship between the parties. As such, CONTRACTOR agrees that CONTRACTOR will hold WW's Confidential Information in strict confidence and will not, without written consent of WW, duplicate, copy, disclose, transfer, publish, disseminate or divulge any Confidential Information other than as necessary to perform CONTRACTOR's obligations as a contractor of WW or as otherwise may be permitted by this Agreement.

(b) CONTRACTOR will, upon the cessation of its engagement with WW, or immediately upon request of WW, return all Confidential Information in CONTRACTOR's possession, custody or control, as well as all user names, passwords, identifications and any other login information assigned to or used by CONTRACTOR on WW's computer system, computer equipment or platform.

(c) CONTRACTOR agrees that if CONTRACTOR becomes aware of any unauthorized use or disclosure of any Confidential Information, CONTRACTOR will immediately notify WW whether or not CONTRACTOR is contracted with WW.

5. **Non-Competition and Non-Solicitation.** CONTRACTOR recognizes that in the highly competitive businesses in which WW and its Affiliates are engaged, personal contact is important to securing new clients and in retaining the accounts and goodwill of WW's present clients, its prospective clients, and suppliers and other contractors. As such, CONTRACTOR recognizes and agrees that personal contact is a valuable asset and is an integral part of protecting the business of WW and its Affiliates and further recognizes and agrees that CONTRACTOR's substantial personal contact with WW's customer's, clients and prospective customers and prospective clients, and suppliers and other contractors, as well as the utilization by CONTRACTOR of WW's Confidential Information is required and expected of CONTRACTOR to adequately and proficiently perform CONTRACTOR's duties as a CONTRACTOR of WW. Accordingly, CONTRACTOR recognizes and agrees that if CONTRACTOR continues to have access to WW's prospective or existing customers or clients, suppliers, and/or other contractors, its Confidential Information after CONTRACTOR's contracted engagement with WW has ended, the competitive advantage WW has created throughout its investment in training CONTRACTOR and WW's efforts on behalf of its customers, clients, prospective customers and clients, contractors and suppliers will be irreparably damaged.

Therefore, CONTRACTOR agrees that for so long as CONTRACTOR is contracted with WW and for a period of eighteen (18) months thereafter CONTRACTOR will not, directly or indirectly, within the Restricted Area (defined below):

(a) own, manage, operate, control or otherwise engage in or participate, whether as a proprietor, partner, owner, stockholder (other than up to five percent (5%) of all outstanding shares of a publicly traded company), director, officer, consultant, independent contractor, CONTRACTOR or in any other capacity whatsoever, any business that provides the same or similar services as WW or any of its Affiliates;



(b) induce, solicit, market to or accept business from any client of WW or any of its Affiliates to which WW or any of its Affiliates has provided services or solicited the opportunity to provide services or have received services to/from within eighteen (18) months prior to CONTRACTOR's termination of contracted engagement with WW;

(c) induce, solicit or cause to be hired away any CONTRACTOR of WW or any of its Affiliates; and

(d) request or advise any client or prospective client or contractor or provider to WW or any of its Affiliates to withdraw, curtail, limit or cancel its business with WW or its Affiliates.

For purposes of this Agreement the terms "same or similar services of WW or any of its Affiliates" shall include any service that is the same or similar in function to any service rendered by WW or its Affiliates, such that it would replace or compete with a service WW or its Affiliate provides to a client including any service that is under development or planning by WW or its Affiliates and about which CONTRACTOR was informed or received information during CONTRACTOR's contracted engagement with WW or any service WW proposed to provide to a prospective client while CONTRACTOR was contracted with by WW. CONTRACTOR understands and agrees that WW and its Affiliates provide the following services to clients: monitoring and reporting, outsourcing of recurring utility management services to prospective owners or managers, collector, transfer, storage, recycling and resource recovery, waste-to-energy conversion, account management, site surveys, consolidated invoicing, account research, waste service consulting, mall programs, shopping center programs, industrial programs, commercial programs and apartment programs and other related services as may be entered into, performed or contemplated to be performed by WW or any Affiliate, from time to time.

The non-competition and non-solicitation obligations provided here shall remain in effect throughout CONTRACTOR's contracted engagement with WW and shall survive the termination of CONTRACTOR's contracted engagement with WW and for eighteen (18) months following CONTRACTOR's contracted engagement with WW regardless of the reason CONTRACTOR ceases to be contracted with by WW.

CONTRACTOR agrees that if CONTRACTOR has a question whether a business opportunity or contemplated activity by CONTRACTOR constitutes a violation of this Agreement, CONTRACTOR will provide a written request for clarification by WW prior to engaging in such activity.

"Restricted Area" shall mean (i) the geographic area serviced by the CONTRACTOR or within which the CONTRACTOR's job duties required the CONTRACTOR to work on behalf of WW or its Affiliates, at any time during the CONTRACTOR's contracted engagement by WW; and (ii) the entire geographic area about which CONTRACTOR received information regarding WW or its business plans during the eighteen (18) month period immediately prior to the cessation of CONTRACTOR's contracted engagement with WW.

CONTRACTOR and WW specifically acknowledge and agree that as defined here the Restricted Area is a reasonable geographic area restriction upon CONTRACTOR's future ability to work because it represents the geographic area in which the CONTRACTOR has been expected to assist WW by providing its products and services to WW's clients, customers and prospects, or about which CONTRACTOR has received Confidential Information on behalf of WW during CONTRACTOR's contracted engagement with WW.

6. **Remedies.** CONTRACTOR acknowledges that the remedies available at law for any breach or violation, or threatened breach or violation, of the confidentiality clause and the non-compete and non-solicitation obligations of CONTRACTOR created by this Agreement are inadequate to fully protect WW.



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As such, CONTRACTOR hereby agrees and consents, in addition to and any other rights or remedies which may be available at law or in equity to WW, that temporary or permanent injunctive relief may be granted in favor of WW in a proceeding which may be brought to enforce this Agreement, without the necessity of proof of actual damages. CONTRACTOR further agrees if any restriction contained in this Agreement is too broad in time, scope or geographical area to permit enforcement thereof as written, then such restriction shall be enforced to the maximum extent permitted by Florida law, and the parties hereto agree that such time-span, scope or geographical area may be judicially modified by the Court in any proceeding brought to enforce such restrictions. To ensure that WW and its Affiliates will receive the full benefit of these non-compete and/or non-solicitation obligations, these provisions will be tolled and will not run, for purposes of the eighteen (18) month prohibition, during the time CONTRACTOR is competing, soliciting or acting in any way in contravention of the provisions of this Agreement such that WW receives the full benefit of the 18 month prohibition against CONTRACTOR's competition. The provisions of this Section 4 shall survive the termination of this Agreement.

7. **Miscellaneous Provisions.**

(a) **Definition of "Affiliate"**. For purposes of this Agreement, the term "Affiliate" shall mean any entity that is controlled by, or under common control with, WW, as well as any past, present or future officers, directors, managers, shareholders, partners, members, owners, CONTRACTORS, agents, contractors, associates, advisers, or representatives of WW or any Affiliate entity. The definition of Affiliate shall be liberally construed to protect the interests of WW.

(b) **Representations to WW.** CONTRACTOR represents and warrants to WW that CONTRACTOR is not subject to any confidentiality/non-compete/non-solicitation agreements with any prior employer that may be claimed to be violated by CONTRACTOR's acceptance of contracted engagement with WW or performance of the services set forth in this Agreement. In the event that CONTRACTOR is subject to any form of confidentiality/non-compete/non-solicitation agreement with any former employer, he/she shall provide WW with a copy of such agreement(s) so that WW may ascertain whether a violation may occur by CONTRACTOR's acceptance of contracted engagement with WW or performance of the services set forth in this Agreement. In the event that CONTRACTOR's acceptance of contracted engagement with WW or performance of the services set forth in this Agreement is claimed or deemed by WW to constitute a violation of a confidentiality/non-compete/non-solicitation agreement with a former employer, WW may, in its sole discretion, terminate this Agreement with no obligation to pay CONTRACTOR any commissions and/or other compensation.

(c) **Jurisdiction and Venue.** This agreement shall be governed and construed, performed and enforced in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. CONTRACTOR acknowledges that a breach of this Agreement, including the confidentiality and non-competition/non-solicitation agreements contained herein, would cause immediate and irreparable harm to WW. Therefore, CONTRACTOR consents to the personal jurisdiction in and exclusive venue of the United States District for the Middle District of Florida and/or the Ninth Circuit Court for the State of Florida (Orange County) for the purpose of WW seeking to enforce any provision of this Agreement, or for WW to obtain legal and or equitable relief against CONTRACTOR. CONTRACTOR agrees not to raise, and hereby waives any objections CONTRACTOR may have or could have to either jurisdiction or venue therein.

(d) **Waiver.** The failure of either party to comply with any of its obligations, agreements or conditions as set forth herein may only be waived if the waiver is made expressly in writing and signed by CONTRACTOR and the Authorized Agent of WW.

(e) **Notice to Subsequent Employer.** CONTRACTOR expressly grants WW the right to advise any subsequent employer/contractor or potential employer/contractor of CONTRACTOR of the existence and



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contents of this Agreement together with information about CONTRACTOR's duties and responsibilities at WW. CONTRACTOR hereby waives any claims he/she may otherwise have against WW based on the release of this information or the communication of same to any subsequent or prospective employer of CONTRACTOR.

(f) **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, Affiliates, subsidiaries, successors and assigns. This Agreement shall not be assignable by either party without the prior written consent of the other, except that a merger (where WW is the non-surviving entity) or acquisition of WW shall not constitute an assignment of this Agreement.

(g) **Mutuality.** This Agreement has been negotiated between the parties and, therefore, shall be deemed to have been mutually drafted by them. Accordingly, no court interpreting any provision herein shall construe it more favorably for one party against the other.

(h) **Partial Invalidity.** In the event that any portions of this Agreement should be invalid under applicable existing law, then such portions are to be modified in the letter and spirit of this Agreement to the extent permitted by applicable law so as to be rendered valid. Any portions of this Agreement which are invalid under applicable law shall not render this Agreement or any other part hereof invalid, but such invalid portions shall be inapplicable until the parties hereto have made appropriate changes, in accordance with applicable law, to achieve the spirit of the invalid provision.

(i) **Entire Agreement.** This Agreement and the compensation addendum attached hereto contain the entire understanding between the parties concerning the matters herein, and supersede any prior understandings and agreements between the parties respecting the subject matter of this Agreement. To the extent that any provisions of this Agreement are inconsistent with or in addition to provisions of WW's CONTRACTOR Policy Manual or applicable job description, the provisions of this Agreement shall supersede and control.

(j) **Opportunity to Seek Independent Advice.** CONTRACTOR recognizes that this Agreement is an important document which affects his/her legal rights. For this reason, CONTRACTOR may wish to seek independent legal advice before accepting the terms stated herein. CONTRACTOR acknowledges that he/she has had an opportunity to seek such independent legal advice. CONTRACTOR acknowledges that he/she has read and understands the provisions contained herein and acknowledges receipt of a copy of this Agreement.


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IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT TO ENGAGE A WORK MADE FOR HIRE ON THE DATE BELOW.

WasteWiser

CONTRACTOR

BY:  _____

Nickolas Sischo
Signed Name

ITS: Authorized Representative _____

Nickolas Sischo
Printed Name

Date: 9/25/20 _____

Date: 9/1/2020 _____

COPYRIGHTS ASSIGNMENT – IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE BELOW and AGREE to the ASSIGNMENT OF ALL COPURIGHTS WHICH MAY HISTORICALLY, NOW, OR IN THE FUTURE APPLY TO ANY/ALL WORK MADE FOR HIRE HEREIN BY CONTRACTOR FOR WW AND/OR AS OUTLINED SECTION 2. (a) ABOVE:

WasteWiser

CONTRACTOR

BY:  _____

Nickolas Sischo
Signed Name

ITS: Authorized Representative _____

Nickolas Sischo
Printed Name

Date: 9/25/20 _____

Date: 9/1/2020 _____

PATENT RIGHTS ASSIGNMENT - IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATE BELOW and AGREE to the ASSIGNMENT OF ALL PATENT RIGHTS WHICH MAY HISTORICALLY, NOW, OR IN THE FUTURE APPLY TO ANY/ALL WORK MADE FOR HIRE HEREIN BY CONTRACTOR FOR WW AND/OR AS OUTLINED SECTION 2. (b) ABOVE:

WasteWiser

CONTRACTOR

BY:  _____

Nickolas Sischo
Signed Name

ITS: Authorized Representative _____

Nickolas Sischo
Printed Name

Date: 9/25/20 _____

Date: 9/1/2020 _____

