PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6968986

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RYAN YOCKEY	10/01/2015
HEATHER CUTTER	10/02/2015

RECEIVING PARTY DATA

Name:	HABIT, LLC
Street Address:	1485 PARK AVENUE
City:	EMERYVILLE
State/Country:	CALIFORNIA
Postal Code:	94608

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15792673
Application Number:	15896987

CORRESPONDENCE DATA

Fax Number: (617)720-9601

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: (617) 720-9600
Email: bwptopat@bannerwitcoff.com, mseasay@bannerwitcoff.com
Correspondent Name: BANNER & WITCOFF, LTD.
Address Line 1: 28 STATE STREET
Address Line 2: SUITE 1800
Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	005032.00365 & 00366
NAME OF SUBMITTER:	CHRISTOPHER R. GLEMBOCKI
SIGNATURE:	/Christopher R. Glembocki/
DATE SIGNED:	10/14/2021

Total Attachments: 18
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Heather Cutter
Proprietary

habit
FOOD, PERSONALIZED

HABIT, LLC
PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT (EMPLOYEE)

As a condition of my becoming employed (or my employment being continued) by The Habit, LLC (the "*Company*"), and in consideration of my employment relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment Relationship**. I understand and acknowledge that this Proprietary Information and Inventions Assignment Agreement (this "*Agreement*") does not alter, amend or expand upon any rights I may have to continue in the employ of, or the duration of my employment with, the Company under any existing agreements between the Company and me or under applicable law. Any employment between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "*Relationship*."

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time. During the Relationship, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **At-Will Relationship**. I understand and acknowledge that my Relationship is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

4. **Confidential Information**.

(a) **Company Information**. I will keep in strict confidence, and will not, directly or indirectly, at any time during or after my Relationship, disclose, furnish, disseminate, make available or, except in the course of performing my duties of employment, use any trade secrets or confidential business and technical information of the Company or its customers or vendors, without limitation as to when or how I may have acquired such information. Such confidential information shall include, without limitation, the Company's unique selling, manufacturing and servicing methods and business techniques, training, service and business manuals, promotional materials, training courses and other training and instructional materials, vendor and product information, customer and prospective customer lists, other customer and prospective customer information and other business information. I specifically acknowledge that all such confidential information, whether reduced to writing, maintained on any form of electronic media, or maintained in my mind or memory and whether compiled by me and/or the Company, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been made by the Company to maintain the secrecy of such information,

that such information is the sole property of the Company and that any retention and use of such information by me during my Relationship (except in the course of performing my duties and obligations hereunder) or after the termination of my Relationship shall constitute a misappropriation of the Company's trade secrets.

(b) **Prior Obligations**. I represent and warrant that my performance of all terms of this Agreement during my Relationship has not breached and will not breach any agreement to keep in confidence trade secrets or confidential business and technical information acquired by me prior or subsequent to the commencement of my Relationship, and I will not disclose to the Company or use trade secrets or confidential business and technical information belonging to any previous client, employer or any other party. I will not induce the Company to use any trade secrets or confidential business and technical information belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation, confidentiality agreements, invention assignment agreements, etc.) with a current or former employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability as an employee or consultant to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties as an employee of the Company or any obligation I may have to the Company (collectively referred to as ***"Prior Obligations"***).

(c) **Third Party Information**. I recognize that the Company has received and in the future will receive trade secrets or confidential business and technical information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such trade secrets or confidential business and technical information in the strictest confidence and not to disclose it to any person, firm, corporation or other entity or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third parties.

5. **Inventions**.

(a) **Inventions Retained and Licensed**. I have attached hereto as Exhibit B a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "***Prior Inventions***"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's current or proposed businesses, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, and to the extent I am able to license such interest, the Company is hereby granted and shall have a non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) I agree that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (i) relates to the

business of the Company, (ii) relates to the Company's actual or demonstrably anticipated research or development, or (iii) results from any work performed by me for the Company, I will assign and hereby do assign to the Company the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design.

(c) I have no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that I conceive and/or develop entirely on the my own time without using the Company's equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design either: (i) relates to the business of the Company or the Company's actual or demonstrably anticipated research or development, or (ii) results from any work performed by me for the Company.

(d) I agree that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the Company or relates to the Company's actual or demonstrably anticipated research or development which is conceived or suggested by me, either solely or jointly with others, within one year following termination of my Relationship or any successor agreements shall be presumed to have been so made, conceived or suggested in the course of such employment with the use of the Company's equipment, supplies, facilities, and/or trade secrets.

(e) In order to determine my rights and the Company's rights in any idea, discovery, invention, improvement, software, writing or other material or design, and to insure the protection of the same, I agree that during my Relationship, and for one year after termination of my Relationship under this Agreement or any successor agreements, I will disclose immediately and fully to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed solely by me or jointly with others. The Company agrees to keep any such disclosures confidential. I also agree to record descriptions of all work in the manner directed by the Company and agree that all such records and copies, samples and experimental materials will be the exclusive property of the Company.

(f) I agree that at the request of and without charge to the Company, but at the Company's expense, I will execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company and will assign to the Company any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein, and that I will do whatever may be necessary or desirable to enable the Company to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon.

(g) In the event the Company is unable, after reasonable effort, and in any event after ten business days, to secure my signature on a written assignment to the Company of any application for letters patent or to any common-law or statutory copyright or other property right therein, whether because of my physical or mental incapacity or for any other reason whatsoever, I irrevocably designate and appoint the Chief Executive Officer of the Company as my attorney-in-fact to act on my behalf to execute and file any such application and to do all

other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.

(h) I acknowledge that to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefor, prototypes and other materials (hereinafter, "*items*"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by me during my Relationship shall be considered a "work made for hire" and that ownership of any and all copyrights in any and all such items shall belong to the Company. The item will recognize the Company as the copyright owner, will contain all proper copyright notices (e.g., "Copyright (creation date) The Nest Collective, Inc., All Rights Reserved") and will be in condition to be registered or otherwise placed in compliance with registration or other statutory requirements throughout the world.

6. **Company Property; Returning Company Documents**. I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of my Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else except as directed by the Company) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company or its successors or assigns. In the event of the termination of the Relationship, I agree to sign and deliver the "*Termination Certification*" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certificate shall in no way diminish my continuing obligations under this Agreement.

7. **Notification to Other Parties**. In the event that I leave the employ of the Company, I hereby consent to notification by the Company to any subsequent employer about my rights and obligations under this Agreement.

8. **Solicitation of Employees, Consultants and Other Parties**. I agree that at any time during or after my Relationship, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, at any time during or after my Relationship, I shall not use any trade secrets or confidential business or technical information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to solicit or influence any client, customer or other person, either directly or indirectly, to direct his, her or its purchase of products and/or services to any person, firm, corporation or other entity other than the Company.

9. **Representations and Covenants**.

(a) **Facilitation of Agreement**. I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **Conflicts**. I represent and warrant that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into or will enter into with any third party, including without limitation, any agreement to keep in confidence trade secrets or confidential business and technical information acquired by me in confidence or in trust prior to commencement of my Relationship. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) **Voluntary Execution**. I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

10. **General Provisions**.

(a) **Governing Law**. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement**. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter hereof and merges all prior discussions and correspondence between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. Any subsequent changes in my position, duties or compensation will not affect the validity or scope of this Agreement.

(c) **Severability**. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns**. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors and assigns. The Company may assign this Agreement without my prior consent, whether oral or written.

(e) **Survival**. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any assignee or other successor in interest.

(f) **Remedies**. I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) **ADVICE OF COUNSEL**. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

habit
FOOD, PERSONALIZED

The parties have executed this PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT on the respective dates set forth below:

COMPANY:

HABIT, LLC

Signature

Name Neil Grimmer
Title Founder + CEO

Date: 10/2/15

Address: 1485 Park Ave
Emeryville CA 94608

EMPLOYEE:

Heather Cutter, an individual:

Signature

Date: 10/2/15

Address:
910 Contra Costa Ave.
Berkeley, CA 94707

habit
FOOD, PERSONALIZED

EXHIBIT A

PRIOR OBLIGATIONS
IDENTIFIED IN ACCORDANCE WITH SECTION 4(B)

habit
FOOD, PERSONALIZED

Ryan Yockey
Proprietary

HABIT, LLC
PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT (EMPLOYEE)

As a condition of my becoming employed (or my employment being continued) by The Habit, LLC (the "*Company*"), and in consideration of my employment relationship with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

1. **Employment Relationship**. I understand and acknowledge that this Proprietary Information and Inventions Assignment Agreement (this "*Agreement*") does not alter, amend or expand upon any rights I may have to continue in the employ of, or the duration of my employment with, the Company under any existing agreements between the Company and me or under applicable law. Any employment between the Company and me, whether commenced prior to or upon the date of this Agreement, shall be referred to herein as the "*Relationship*."

2. **Duties.** I will perform for the Company such duties as may be designated by the Company from time to time. During the Relationship, I will devote my best efforts to the interests of the Company and will not engage in other employment or in any activities detrimental to the best interests of the Company without the prior written consent of the Company.

3. **At-Will Relationship**. I understand and acknowledge that my Relationship is and shall continue to be at-will, as defined under applicable law, meaning that either I or the Company may terminate the Relationship at any time for any reason or no reason, without further obligation or liability.

4. **Confidential Information**.

(a) **Company Information**. I will keep in strict confidence, and will not, directly or indirectly, at any time during or after my Relationship, disclose, furnish, disseminate, make available or, except in the course of performing my duties of employment, use any trade secrets or confidential business and technical information of the Company or its customers or vendors, without limitation as to when or how I may have acquired such information. Such confidential information shall include, without limitation, the Company's unique selling, manufacturing and servicing methods and business techniques, training, service and business manuals, promotional materials, training courses and other training and instructional materials, vendor and product information, customer and prospective customer lists, other customer and prospective customer information and other business information. I specifically acknowledge that all such confidential information, whether reduced to writing, maintained on any form of electronic media, or maintained in my mind or memory and whether compiled by me and/or the Company, derives independent economic value from not being readily known to or ascertainable by proper means by others who can obtain economic value from its disclosure or use, that reasonable efforts have been made by the Company to maintain the secrecy of such information,

that such information is the sole property of the Company and that any retention and use of such information by me during my Relationship (except in the course of performing my duties and obligations hereunder) or after the termination of my Relationship shall constitute a misappropriation of the Company's trade secrets.

(b) **Prior Obligations**. I represent and warrant that my performance of all terms of this Agreement during my Relationship has not breached and will not breach any agreement to keep in confidence trade secrets or confidential business and technical information acquired by me prior or subsequent to the commencement of my Relationship, and I will not disclose to the Company or use trade secrets or confidential business and technical information belonging to any previous client, employer or any other party. I will not induce the Company to use any trade secrets or confidential business and technical information belonging to any previous client, employer or any other party. I acknowledge and agree that I have listed on Exhibit A all agreements (e.g., non-competition agreements, non-solicitation, confidentiality agreements, invention assignment agreements, etc.) with a current or former employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability as an employee or consultant to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties as an employee of the Company or any obligation I may have to the Company (collectively referred to as ***"Prior Obligations"***).

(c) **Third Party Information**. I recognize that the Company has received and in the future will receive trade secrets or confidential business and technical information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree to hold all such trade secrets or confidential business and technical information in the strictest confidence and not to disclose it to any person, firm, corporation or other entity or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third parties.

5. **Inventions**.

(a) **Inventions Retained and Licensed**. I have attached hereto as Exhibit B a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of the Relationship (collectively referred to as "***Prior Inventions***"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's current or proposed businesses, products or research and development, and which are not assigned to the Company hereunder, or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Relationship, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, and to the extent I am able to license such interest, the Company is hereby granted and shall have a non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

(b) I agree that upon conception and/or development of any idea, discovery, invention, improvement, software, writing or other material or design that: (i) relates to the

business of the Company, (ii) relates to the Company's actual or demonstrably anticipated research or development, or (iii) results from any work performed by me for the Company, I will assign and hereby do assign to the Company the entire right, title and interest in and to any such idea, discovery, invention, improvement, software, writing or other material or design.

(c) I have no obligation to assign any idea, discovery, invention, improvement, software, writing or other material or design that I conceive and/or develop entirely on the my own time without using the Company's equipment, supplies, facilities, or trade secret information unless the idea, discovery, invention, improvement, software, writing or other material or design either: (i) relates to the business of the Company or the Company's actual or demonstrably anticipated research or development, or (ii) results from any work performed by me for the Company.

(d) I agree that any idea, discovery, invention, improvement, software, writing or other material or design that relates to the business of the Company or relates to the Company's actual or demonstrably anticipated research or development which is conceived or suggested by me, either solely or jointly with others, within one year following termination of my Relationship or any successor agreements shall be presumed to have been so made, conceived or suggested in the course of such employment with the use of the Company's equipment, supplies, facilities, and/or trade secrets.

(e) In order to determine my rights and the Company's rights in any idea, discovery, invention, improvement, software, writing or other material or design, and to insure the protection of the same, I agree that during my Relationship, and for one year after termination of my Relationship under this Agreement or any successor agreements, I will disclose immediately and fully to the Company any idea, discovery, invention, improvement, software, writing or other material or design conceived, made or developed solely by me or jointly with others. The Company agrees to keep any such disclosures confidential. I also agree to record descriptions of all work in the manner directed by the Company and agree that all such records and copies, samples and experimental materials will be the exclusive property of the Company.

(f) I agree that at the request of and without charge to the Company, but at the Company's expense, I will execute a written assignment of the idea, discovery, invention, improvement, software, writing or other material or design to the Company and will assign to the Company any application for letters patent or for trademark registration made thereon, and to any common-law or statutory copyright therein, and that I will do whatever may be necessary or desirable to enable the Company to secure any patent, trademark, copyright, or other property right therein in the United States and in any foreign country, and any division, renewal, continuation, or continuation in part thereof, or for any reissue of any patent issued thereon.

(g) In the event the Company is unable, after reasonable effort, and in any event after ten business days, to secure my signature on a written assignment to the Company of any application for letters patent or to any common-law or statutory copyright or other property right therein, whether because of my physical or mental incapacity or for any other reason whatsoever, I irrevocably designate and appoint the Chief Executive Officer of the Company as my attorney-in-fact to act on my behalf to execute and file any such application and to do all

other lawfully permitted acts to further the prosecution and issuance of such letters patent, copyright or trademark.

(h) I acknowledge that to the extent permitted by law, all work papers, reports, documentation, drawings, photographs, negatives, tapes and masters therefor, prototypes and other materials (hereinafter, "*items*"), including without limitation, any and all such items generated and maintained on any form of electronic media, generated by me during my Relationship shall be considered a "work made for hire" and that ownership of any and all copyrights in any and all such items shall belong to the Company. The item will recognize the Company as the copyright owner, will contain all proper copyright notices (e.g., "Copyright (creation date) The Nest Collective, Inc., All Rights Reserved") and will be in condition to be registered or otherwise placed in compliance with registration or other statutory requirements throughout the world.

6. **Company Property; Returning Company Documents**. I acknowledge and agree that I have no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. I agree that, at the time of termination of my Relationship, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else except as directed by the Company) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by me pursuant to the Relationship or otherwise belonging to the Company or its successors or assigns. In the event of the termination of the Relationship, I agree to sign and deliver the "***Termination Certification***" attached hereto as Exhibit C; however, my failure to sign and deliver the Termination Certificate shall in no way diminish my continuing obligations under this Agreement.

7. **Notification to Other Parties**. In the event that I leave the employ of the Company, I hereby consent to notification by the Company to any subsequent employer about my rights and obligations under this Agreement.

8. **Solicitation of Employees, Consultants and Other Parties**. I agree that at any time during or after my Relationship, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity. Further, at any time during or after my Relationship, I shall not use any trade secrets or confidential business or technical information of the Company to attempt to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to solicit or influence any client, customer or other person, either directly or indirectly, to direct his, her or its purchase of products and/or services to any person, firm, corporation or other entity other than the Company.

9. **Representations and Covenants.**

(a) **Facilitation of Agreement.** I agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the Company's written request to do so.

(b) **Conflicts.** I represent and warrant that my performance of all the terms of this Agreement does not and will not breach any agreement I have entered into or will enter into with any third party, including without limitation, any agreement to keep in confidence trade secrets or confidential business and technical information acquired by me in confidence or in trust prior to commencement of my Relationship. I agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

(c) **Voluntary Execution.** I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

10. **General Provisions.**

(a) **Governing Law.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter hereof and merges all prior discussions and correspondence between us. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. Any subsequent changes in my position, duties or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives, and my successors and assigns, and will be for the benefit of the Company, its successors and assigns. The Company may assign this Agreement without my prior consent, whether oral or written.

(e) **Survival.** The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement by the Company to any assignee or other successor in interest.

(f) **Remedies.** I acknowledge and agree that violation of this Agreement by me may cause the Company irreparable harm and therefore agree that the Company will be entitled to seek extraordinary relief in court, including, without limitation, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) **ADVICE OF COUNSEL**. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signature Page Follows]

habit
FOOD, PERSONALIZED

The parties have executed this PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT on the respective dates set forth below:

COMPANY:

HABIT, LLC

Signature

Name Neil Grunner
Title Founder + CEO

Date: 10/1/2015

Address: 1485 PARK AVE
Emeryville, CA 94608

EMPLOYEE:

Ryan Yockey, an individual:

Ryan Yockey
Signature

Date: 10/1/2015

Address:
1463 Sacramento St #4
San Francisco, CA 94109

habit
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EXHIBIT A

PRIOR OBLIGATIONS
IDENTIFIED IN ACCORDANCE WITH SECTION 4(B)

habit
FOOD, PERSONALIZED

EXHIBIT B

LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED IN ACCORDANCE WITH SECTION 5

Title	Date	Identifying Number or Brief Description

__X No inventions or improvements

____ Additional Sheets Attached

Signature of Employee: Ryan Yockey

Print Name of Employee: Ryan Yockey

Date: 10/1/2015