

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7035088

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DAVID RYAN CROWE	01/26/2017
RECEIVING PARTY DATA		
Name:	VUBER TECHNOLOGIES, LLC	
Street Address:	13525 32ND AVE NE, SUITE A	
City:	SEATTLE	
State/Country:	WASHINGTON	
Postal Code:	98125	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29670623
CORRESPONDENCE DATA		
Fax Number:		
<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>		
Email:	walker@alloypatentlaw.com	
Correspondent Name:	WALKER GRIFFIN WEITZEL	
Address Line 1:	267C W CHEWUCH RD	
Address Line 4:	WINTHROP, WASHINGTON 98862	
ATTORNEY DOCKET NUMBER:	VUBER_PULSE	
NAME OF SUBMITTER:	WALKER GRIFFIN WEITZEL	
SIGNATURE:	/Walker Griffin Weitzel/	
DATE SIGNED:	11/19/2021	
Total Attachments: 9		
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EMPLOYMENT AND NONCOMPETITION AGREEMENT
(Ryan Crowe)

THIS EMPLOYMENT AND NONCOMPETITION AGREEMENT ("Agreement") is entered into as of Jan 26, 2017 (the "Effective Date") between VUBER TECHNOLOGIES, LLC, a Washington limited liability company (the "Company") and RYAN CROWE, an individual ("Crowe").

1. **Employment.** The Company hereby employs Crowe, and Crowe hereby accepts such employment, upon the terms and conditions set forth in this Agreement.

2. **Duties.**

2.1 **Position.** Crowe is employed as Chief Technology Officer of the Company and shall report directly to the Company's Manager and perform such duties and responsibilities as may be reasonably assigned from time to time, including, but not limited to, managing the technology development and implementation activities of the Company. The Company reserves the right to modify Crowe's position and duties at any time in its sole and absolute discretion, provided that the duties assigned are consistent with the position of Chief Technology Officer.

2.2 **Best Efforts/Full-time.** Crowe will expend Crowe's best efforts on behalf of Company, and will abide by all policies and decisions made by Company, as well as all applicable federal, state and local laws, regulations or ordinances. Crowe will act in the best interest of Company at all times and shall devote Crowe's full business time and efforts to the performance of Crowe's assigned duties for Company.

2.3 **Business Opportunities.** Crowe agrees that during the term of this Agreement Crowe will promptly and fully disclose to the Company any business opportunity coming to Crowe's attention, or conceived or developed in whole or in part by Crowe, which relates to the Company's business, or anticipated business. Crowe will not at any time exploit such business opportunities for Crowe's own gain or that of any person or entity other than the Company.

3. **Confidentiality Obligations.** Crowe acknowledges and agrees that in the performance of Crowe's duties under this Agreement, Crowe will be brought into frequent contact with existing and potential customers of the Company and with Company Confidential Information (as defined below). Crowe also agrees that any Confidential Information gained by the Crowe during his employment with the Company has been acquired or developed by the Company through substantial expenditures of time and money and constitutes valuable and unique property of the Company. Crowe shall exercise the highest degree of care in safeguarding the Confidential Information against any and all loss, theft or other inadvertent disclosure and, except as necessary to perform his duties under this Agreement, shall not disclose, transfer or in any way divulge, directly or indirectly, any of the Confidential Information, under any circumstances or by any means, to any third party without

the prior written consent of the Company. All notes, memoranda, reports, drawings, manuals, materials, data and any papers or records of every kind which are now in Crowe's possession or shall come into Crowe's possession shall be the sole and exclusive property of the Company. This property shall be surrendered to the Company upon termination of this Agreement, and no copies, notes, or excerpts thereof shall be retained.

For purposes of this Agreement, "Confidential Information" means any and all information related to any aspect of the Company's business which is not generally publicly available, not known by actual or potential competitors of the Company, or is proprietary information of the Company, whether of technical nature or otherwise, or is developed, owned or obtained by the Company, including, but not limited to, any work product or other information developed by Crowe in the course of performing services to the Company, the Company's marketing, financial, sales, strategic, customer, manufacturer, supplier, and prospective customer information. Confidential Information also includes, but is not limited to, inventions, ideas, designs, computer programs, schematics, formulas, algorithms, trade secrets, works of authorship, mask works, developmental or experimental work, processes, techniques, improvements, methods of manufacturing, know-how, data, product plans, price lists and contractual obligations and terms thereof, documentation and other information, in whatever form disclosed, relating to the Company or its affiliates, including, but not limited to, financial statements, financial projections, business plans, listings and contractual obligations and terms thereof, components of intellectual property, unique designs, methods of manufacturing or other technology disclosed by the Company or any affiliate of the Company or other person acting on behalf of the Company to Crowe.

Notwithstanding the foregoing, Confidential Information does not include any information (i) that is or becomes readily available in public records or documents, other than as a result of a disclosure by Crowe, or (ii) which can be shown to have been known by Crowe prior to its disclosure by the Company or an affiliate or other person acting on behalf of the Company, or (iii) which must be disclosed by Crowe under applicable laws or regulations or judicial or administrative proceedings.

4. **At-Will Employment Relationship.** Crowe's employment with Company is at-will and not for any specified period and may be terminated at any time with or without Cause (as defined below), by either Crowe or the Company. Nothing in this Agreement is intended to or should be construed to contradict, modify or alter this at-will relationship.

5. **Compensation and Benefits.**

5.1 **Base Salary.** As compensation for Crowe's performance of Crowe's duties under this Agreement, the Company shall pay Crowe an annual base salary ("Base Salary"), of Seventy Five Thousand Dollars (\$75,000.00 USD), payable in accordance with the normal payroll practices of the Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions.

5.2 **Vacation.** Crowe shall be entitled to paid vacation and regular Company holidays consistent with the Company's policy in effect from time to time with respect to its employees.

5.3 Health Benefits. Crowe shall be entitled to all benefits that the Company may make generally available from time to time to its employees, subject to the terms and conditions of the Company's benefit plan documents (the "Health Benefits"). The Company reserves the right to change or eliminate the fringe benefits on a prospective basis, at any time, effective upon notice to Crowe, provided the change or changes affect all employees in a similar fashion.

6. Termination Of Crowe's Employment.

6.1 Termination for Cause by Company. The Company may terminate Crowe's employment at any time for Cause. For purposes of this Agreement, "Cause" is defined as: (a) Crowe's dishonesty or fraud with respect to the Company; (b) Crowe's conviction or confession in court of any crime involving dishonesty or any felony; (c) habitual absence from work for reasons unrelated to personal or family illness, family medical leave or other approved leave, personal or family emergency, or disability; (d) Crowe's willful and material failure to comply with reasonable directions of the Company, including, without limitation, those contained in the Company's policies and procedures as they exist now and as they may be reasonably changed in the future, which failure, if correctable, is not corrected within twenty (20) days of notice from the Company to Crowe; provided, however, that if the failure is not correctable within twenty (20) days, but if Crowe promptly commences correction, diligently pursues correction, and corrects such failure as soon as reasonably possible but in any event within sixty (60) days from the notice from the Company, "Cause" shall in such case not be deemed to exist; or (e) any intentional wrongful and material act or omission by Crowe in the performance of his duties to the Company, including, without limitation, any knowing or willful material breach of any confidentiality or similar obligations. In the event Crowe's employment is terminated in accordance with this Section 6.1, Crowe shall be entitled to receive only (i) the Base Salary then in effect, prorated to the date of termination ("Termination Date"), and (ii) accrued but unused vacation as of the Termination Date, less applicable withholdings. All other Company obligations to Crowe will become automatically terminated and completely extinguished as of the Termination Date.

6.2 Termination Without Cause. If the Company terminates Crowe's employment without Cause, Crowe will be entitled to receive no compensation or benefits from the Company other than those earned through the date of Crowe's termination. All other Company obligations to Crowe pursuant to this Agreement will be automatically terminated and completely extinguished. Crowe shall be entitled to retain any membership interest in the Company owned by Crowe, subject to the terms of the Company's Amended and Restated LLC Agreement.

6.3 Resignation for Good Reason. If Crowe resigns for Good Reason (as defined in this Section 6.3), Crowe shall be entitled to receive no compensation or benefits from the Company other than those earned through the date of Crowe's resignation. Crowe will be deemed to have resigned for "Good Reason" in the following circumstances: (a) Crowe's Base Salary is materially reduced; (b) Crowe's authority, duties or responsibilities materially reduced; or (c) the Company materially changes Crowe's primary geographic work location at which Crowe is based for purposes of performing services for the Company. In

such event, Crowe shall be entitled to retain any membership interest in the Company owned by Crowe, subject to the terms of the Company's Amended and Restated LLC Agreement.

6.4 Crowe's Voluntary Separation. If Crowe decides to terminate his services to the Company without Good Reason, Crowe will be entitled to no compensation or benefits from the Company other than those earned through the date of Crowe's separation.

6.5 Termination Upon Death or Disability.

(a) Death. In the event that Crowe's employment terminates as a result of his death, Crowe will be entitled to no compensation or benefits from the Company other than those earned through the date of Crowe's death. In such event, the Company's Amended and Restated LLC Agreement shall govern the rights of Crowe and the Company.

(b) Disability. In the event that Crowe becomes physically or mentally disabled, as determined by the Board of Directors ("Disability"), the Company may terminate Crowe's employment, unless otherwise prohibited by law. In such event, the Company's Amended and Restated LLC Agreement shall govern the rights of Crowe and the Company.

6.6 Offsets. Upon termination of Crowe's employment for any reason, Crowe acknowledges and agrees that the Company will have the right to offset from Crowe's final paycheck or from any other amounts due Crowe any amounts due and owing to the Company.

7. Noncompetition and Nonsolicitation.

7.1 Noncompetition. During the time that Crowe retains any membership interest in the Company and for an additional two (2) year period thereafter (the "Restriction Period") Crowe shall not, without the prior written consent of the Company, directly or indirectly, whether as owner, partner, endorser, spokesperson, investor, employee, executive, agent, co-venturer or otherwise engage in, or have any interest in any business entity that engages in any Competitive Activity anywhere in the United States (collectively, "the Territory"). "Competitive Activity" means any business activity which is the same or similar to any business activity conducted by the Company. During the Restriction Period, Crowe shall inform any potential employer, prior to accepting employment, of the existence of this covenant not to compete and provide such potential employer with a copy of this Agreement.

7.2 Nonsolicitation of Customers and Suppliers. During the Restriction Period, Crowe shall not directly or indirectly, for Crowe's benefit or for the benefit of any other person, (a) solicit any business from any existing customer of Company, (b) induce or cause any such customer to cease purchasing any services from the Company or to terminate or change such customer's business relationship with the Company in any manner, (c) induce or cause any supplier to cease providing or selling any service or product to the Company or to terminate or change such supplier's business relationship with the Company in any manner, or (d) induce or solicit any person who is then employed by the Company to leave such employment or other position with the Company or to accept any other employment or position.

7.3 Non-Disparagement. Crowe agrees that, during and after the term of this Agreement, he shall not at any time make any statement or representation, written or oral, which Crowe knows or should know will, or which he knows or should know is reasonably likely to, disparage the reputation, goodwill, business, customer or supplier relationships, or public relations of the Company and/or its subsidiaries or affiliates, or any of their respective officers, directors, employees, shareholders, partners, or members.

7.4 Injunctive Relief. Crowe acknowledge and agree that the covenants and obligations with respect to non-disparagement, non-competition and non-solicitation of customers and employees and consultants relate to special, unique and extraordinary matters and that a violation of any of the terms of such covenants or obligations will cause the Company irreparable injury for which adequate remedies are not available at law. Therefore, Crowe agrees that the Company shall be entitled to an injunction, restraining order or such other equitable relief restraining Crowe from committing any violation of the covenants and obligations set forth in this Section 7. These injunctive remedies are cumulative and are in addition to any other rights and remedies that the Company may have at law or in equity.

7.5 Acknowledgement Regarding Restrictions. Crowe acknowledges and agrees that, given Crowe's experience and knowledge, the restrictions contained in this Section 7 are reasonable and necessary in order for the Company to protect its valid business interests.

8. Inventions.

8.1 Ownership of Inventions. All inventions, ideas, designs, circuits, schematics, formulas, algorithms, trade secrets, works of authorship, mask works, developments, processes, techniques, improvements, and related know-how which result from work performed by Crowe, alone or with others, on behalf of the Company or from access to Confidential Information or property whether or not patentable, copyrightable or qualified for mask work protection (collectively, "Inventions"), shall be the property of the Company, and, to the extent permitted by law, shall be "works made for hire." Crowe hereby assigns and agrees to assign to the Company or its designee, without further consideration, Crowe's entire right, title and interest in and to all Inventions, other than the Excluded Inventions described in Section 8.2 of this Agreement, including all rights to obtain, register, perfect, and enforce patents, copyrights, mask work rights, and other intellectual property protection for Inventions. Crowe will disclose promptly and in writing to the individuals designated by the Company all Inventions which Crowe has made or reduced to practice. During Crowe's employment, Crowe will assist the

Company as requested to obtain and enforce patents, copyrights, mask work rights, and other forms of intellectual property protection on Inventions, including without limitation, the execution of additional instruments of conveyance and assisting the Company with applications for patents or copyright or other registrations.

8.2 Excluded Inventions. Attached hereto as Exhibit A is a list of all inventions, improvements, and original works of authorship which Crowe desires to exclude from this Agreement, each of which has been made or reduced to practice by Crowe prior to Crowe's employment by the Company (the "Excluded Inventions"). Crowe hereby grants the Company a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license (with the right to sublicense) to make, use, sell, copy, modify, distribute and otherwise to practice and exploit the Excluded Inventions to the extent Crowe incorporates such Excluded Inventions in any works of authorship or other Inventions that result from work performed by Crowe for the Company. If there is no list attached to this Agreement, there are no inventions to be excluded at the time of signing of this Agreement. Crowe understands that this Agreement requires disclosure, but not assignment, of any invention that qualifies under Section 49.44.140 of the Revised Code of Washington, which provides, in part:

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

9. Miscellaneous.

9.1 Survival. Notwithstanding any other provision of this Agreement, Section 3 and Section 7 shall survive the termination of this Agreement.

9.2 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable as to a particular application (including, without limitation, as to its geographic coverage or duration), then such provision shall be deemed modified to exclude such application, and such provision in all other applications and all other provisions of this Agreement shall continue in full force and effect without being modified, impaired or invalidated in any way. Crowe and the Company intend that this Agreement be given the maximum force, effect and application permissible under applicable law.

9.3 Waiver of Default. Any waiver by the Company of a breach of any provision in this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision of this Agreement.

9.4 Assignment. This Agreement shall not be assignable by Crowe voluntarily or by operation of law nor shall the performance of Crowe's duties hereunder be delegable. The Company may assign or transfer its rights and benefits hereunder, which shall inure to any successor, assignee or transferee of the Company.

9.5 Amendment. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended, modified or termination other than by an instrument in writing signed by all of the parties hereto.

9.6 Entire Agreement. This Agreement contain the entire agreement and understanding of the parties with respect to the entire subject matter hereunder, and there are no representations, inducements, promises, or agreements, oral or otherwise, not embodied herein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as may be stated herein.

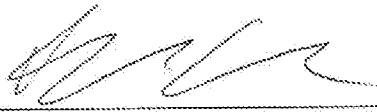
9.7 Governing Law and Disputes. This Agreement will be governed by the laws of the State of Washington applicable to contracts entered into and performed within the state, without giving effect to principles and provisions relating to conflict or choice of laws.

9.8 Attorneys' Fees. In the event that suit is brought to interpret or enforce any term or provision of this Agreement, or in the event that any party hereto is forced to seek a remedy other than monetary damages, including but not limited to injunctive relief, the predominantly prevailing party in any such suit or proceeding shall, in addition to any other relief to which such party may be entitled, be awarded its costs and attorneys' fees reasonably and actually incurred.

9.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows.]

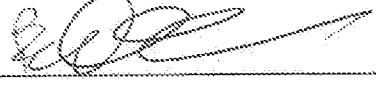
DATED as of the Effective Date.



Ryan Crowe

COMPANY:

VUBER TECHNOLOGIES, LLC.

By: 

Brandon Gallagher
Its: Manager

EXHIBIT A
EXCLUDED INVENTIONS