506993368 11/23/2021

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7040207

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
ANGELA MONTOYA	10/06/2016

#### **RECEIVING PARTY DATA**

Name:	EARLY WARNING SERVICES, LLC
Street Address:	16552 NORTH 90TH STREET, SUITE 100
City:	SCOTTSDALE
State/Country:	ARIZONA
Postal Code:	85260

## **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	62464956
Application Number:	15908767

#### **CORRESPONDENCE DATA**

**Fax Number:** (602)364-7070

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:** (602) 364-7000

Email: Lisa.Mansur2@bryancave.com

Correspondent Name: BRYAN CAVE LEIGHTON PAISNER LLP

Address Line 1: TWO NORTH CENTRAL AVENUE, SUITE 2100

Address Line 4: PHOENIX, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	EWS-17-001-US/1083603.36
NAME OF SUBMITTER:	CORY SMITH
SIGNATURE:	/Cory Smith/
DATE SIGNED:	11/23/2021

#### **Total Attachments: 6**

source=EWS-17-001-US-Employment-Agreement-Montoya#page1.tif source=EWS-17-001-US-Employment-Agreement-Montoya#page2.tif source=EWS-17-001-US-Employment-Agreement-Montoya#page3.tif source=EWS-17-001-US-Employment-Agreement-Montoya#page4.tif source=EWS-17-001-US-Employment-Agreement-Montoya#page5.tif

PATENT 506993368 REEL: 058235 FRAME: 0080

source = EWS-17-001-US-Employment-Agreement-Montoya#page 6.t if

# Early Warning Services Intellectual Property and Confidentiality Agreement

This Intellectual Property and Confidentiality Agreement ("Agreement") is between the undersigned employee ("Employee") and Early Warning Services, LLC and any affiliates for which Employee performs services or may perform services in the future (hereinafter individually and collectively referred to as the "Company").

In consideration of the Company's agreement to employ me and to provide me Trade Secrets and/or Confidential Information, I agree as follows:

1. Ownership and Assignment of Intellectual Property. By signing below, I hereby assign and agree to assign, free of any obligation whatsoever, to the Company as well as its or their successors, assigns, or nominees, my entire right, title and interest in any developments, designs, patents, inventions and improvements, trade secrets, trademarks, service marks, corporate names, domain names, copyrightable subject matter (collectively, "Intellectual Property"), or proprietary information which I may make, in whole or in part, and either solely or jointly with others, while I am employed by the Company and with the use of the time, material or facilities of the Company, and/or resulting from any tasks assigned to me or work performed by me for or on behalf of the Company.

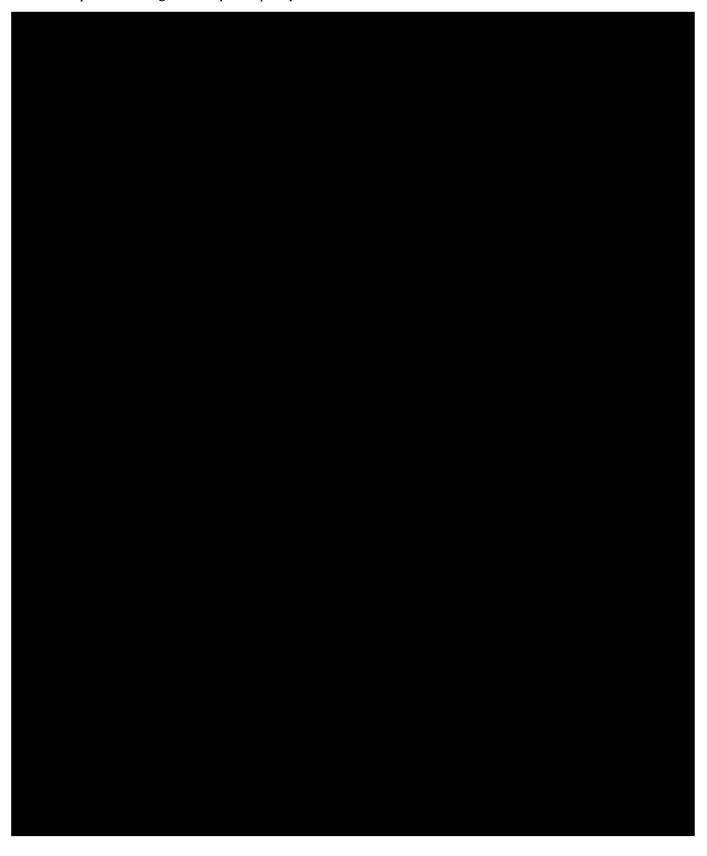
I further agree that, without charge to Company, but at its expense, I will promptly execute and deliver all further documents (including but not limited to original applications and applications for renewal, extension or reissue of patents, trademark or service mark registrations or copyright registrations, in any country), and perform all lawful acts, as may be necessary and reasonable to vest all rights, title and interest thereto in Company, its successors, assigns, or nominees. The foregoing obligation to provide documents extends beyond any termination of my employment by Company.

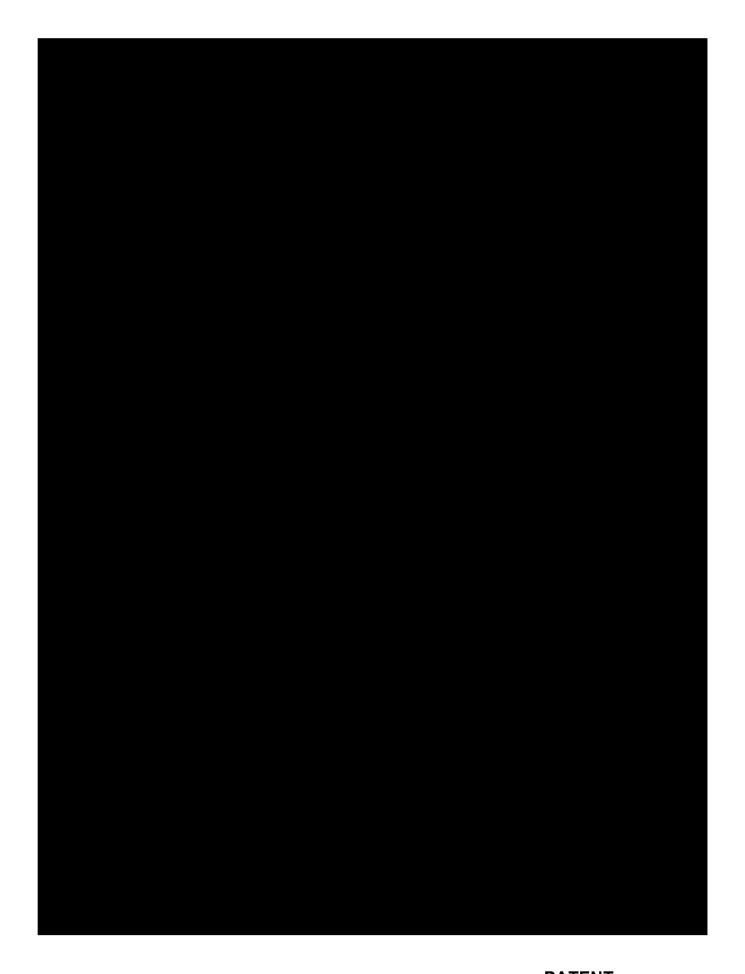
I also declare that to the best of my knowledge, I do not now own or claim any Intellectual Property or proprietary information relating to the business of the Company other than the Intellectual Property specifically identified and listed on Exhibit A to this Agreement (the "Background IP"), and to the extent any of such Intellectual Property is shown in an attachment to this Agreement, I hereby grant to Company a royalty-free, transferrable, fully paid-up, nonexclusive, unrestricted, irrevocable, world-wide license to make, use, duplicate, prepare derivative works, or disclose for any purpose whatsoever and to authorize others to do so, all Intellectual Property rights in and to the Background IP (including but not limited to writings, recordings, pictorial reproductions, drawings, computer programs, other graphic representations and works of any similar nature).

NOTICE TO CALIFORNIA Employee. This is to Notify the California Employee in accordance with Sections 2870 and 2872 of the California Labor Code that the invention assignment agreement (as set forth in Section 1 of the Agreement) between Employee and Early Warning Services, LLC. does not require California Employee to assign or offer to assign to Early Warning any invention that California Employee developed entirely on his or her own time without using Early Warning's equipment, supplies, facilities or trade secret information, except for those inventions that either:

- Relate at the time of conception or reduction to practice of the invention to Early Warning's business, or actual or demonstrably anticipated research or development of Early Warning; or
- Result from any work performed by Employee for Early Warning.

To the extent a provision in this Agreement purports to require Employee to assign an invention otherwise excluded from being required to be assigned pursuant to the preceding paragraph, the provision is against the public policy of the State of California and is unenforceable.









I have read, understand, and agree to be bound by the above provisions. I understand that, in addition to any other remedies available at law or equity, failure to follow the provisions listed above will result in corrective action up to and including immediate termination of my employment with the Company.

Signature:	42E2F134AED94FD	
Printed Na	Angela Montoya me:	
Date:	10/6/2016   5:06 PM MST	

## EXHIBIT A BACKGROUND IP

Background IP includes all Intellectual Property or proprietary information that I currently own, or have made as actual or demonstrably anticipated research or development of the Company, which is made or developed on my own time and using my own material, equipment and facilities, and which is not the result of or related to tasks assigned to me or work performed by me on behalf of the Company. Insert Background IP that has been made below or note if no such prior innovations exist.

Check one of the following:

**RECORDED: 11/23/2021** 

NO SUCH PRIOR INNOVATIONS EXIST.

OR

YES, SUCH PRIOR INNOVATIONS EXIST AS DESCRIBED BELOW (include basic description of each Prior Innovation):