

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7053846

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/17/2018
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL TROY SPARKS	10/18/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FLUX DRIVE LLC
<b>Street Address:</b>	1201 ORANGE STREET
<b>Internal Address:</b>	SUITE 600
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D888119
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(305)675-4605
<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>	
<b>Phone:</b>	3058035168
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<b>Correspondent Name:</b>	STEVEN J MILLER, ESQ.
<b>Address Line 1:</b>	4000 PONCE DE LEON BLVD
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<b>Address Line 4:</b>	CORAL GABLES, FLORIDA 33146
<b>ATTORNEY DOCKET NUMBER:</b>	FDLLC-MTS-D
<b>NAME OF SUBMITTER:</b>	STEVEN J MILLER
<b>SIGNATURE:</b>	/STEVEN J MILLER/
<b>DATE SIGNED:</b>	12/02/2021
<b>Total Attachments: 2</b>	
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source=Flux-Drive-LLC_T.Sparks, IP Assignment to FD, LLC#page2.tif	

## Assignment of Rights in Invention Prior to Execution of Application and Assignment of Design and Trade Secret Rights

Assignment made October 18, 2017, by Michael Troy Sparks, of 16606 35<sup>th</sup> Ave SE, Unit 3A, Bothell, WA 98012, hereinafter called *Inventor*, to FLUX DRIVE, LLC, a Delaware limited liability company, C/O Agents and Corporations, 1201 Orange Street, Ste 600 (One Commerce Center), Wilmington, DE 19801, hereinafter called *Assignee*.

Whereas, *Inventor* has invented and designed, or participated in inventing and designing with others, one or more new and useful improvements in magnetic couplings/drives and related control systems therefore, and/or *Inventor* has developed, or participated in developing with others, certain new and useful Trade Secret improvements in magnetic couplings/drives and related control systems therefore; and

Whereas, *Assignee* desires to acquire all right, title, and interest in the *Inventions*, *Designs*, and in the *Trade Secrets*, and in letters patent of the United States and foreign countries that may be granted on the *Inventions*.

### 1. **Assignment**

In consideration of a grant to *Inventor* of a ten-percent (10%) ownership/membership position in Flux Drive, LLC, a Delaware limited liability company, and other consideration, receipt of which is acknowledged by *Inventor*, *Inventor* assigns to *Assignee* the entire right, title, and interest in the *Inventions*, *Designs* and the *Trade Secrets*, and to all rights of priority to the same pursuant to the International Convention for the Protection of Industrial Property; and in any patents on the *Invention*.

### 2. **Cooperation**

*Inventor* agrees to cooperate with *Assignee* such that *Assignee* may enjoy to the fullest extent the rights conveyed under this agreement. Included within the scope of this duty is cooperation in such proceedings involving the United States and foreign applications and patents as opposition, cancellation proceedings, priority contests, interferences, public use proceedings, court actions, etc.

### 3. **Parties**

The terms and provisions of this Assignment shall inure to the benefit of *Assignee*, *Assignee's* successors, assigns, and other legal representatives, and shall be binding on *Inventor*, his heirs, legal representatives, and assigns.

### 4. **Inventor's Warranty**

*Inventor* warrants and represents that he has not entered into any assignment, contract, or understanding in conflict with the terms and provisions of this Agreement in their entirety.

### 5. **Severability**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

6. **No Waiver**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

7. **Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Delaware.

8. **Notices**

Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

9. **Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

10. **Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

11. **Modification of Agreement**


Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

In this contract, any reference to a party includes that party's heirs, executors, administrators, successors and assigns, singular includes plural and masculine includes feminine.

12. **Confidentiality**

The parties hereunder mutually agree to maintain the ideas, concepts and details of said *Inventions, Designs and Trade Secrets strictly confidential.*

WITNESS our signatures as of the day and date first above stated.

  
Michael Troy Sparks, Inventor

  
Philip Corbin III, Assignee