PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7198733

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
RYAN ADAMS	09/03/2013

RECEIVING PARTY DATA

Name:	DEKA RESEARCH & DEVELOPMENT CORP.
Street Address:	340 COMMERCIAL ST.
City:	MANCHESTER
State/Country:	NEW HAMPSHIRE
Postal Code:	03101

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	15600703

CORRESPONDENCE DATA

Fax Number: (603)624-0573

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: 6036695139

Email: lcullity@dekaresearch.com, Patents@dekaresearch.com

Correspondent Name: KATHLEEN CHAPMAN Address Line 1: 340 COMMERCIAL ST.

Address Line 2: DEKA RESEARCH & DEVELOPMENT CORP.

Address Line 4: MANCHESTER, NEW HAMPSHIRE 03101

ATTORNEY DOCKET NUMBER:	U22
NAME OF SUBMITTER:	KATHLEEN CHAPMAN
SIGNATURE:	/kathleen chapman/
DATE SIGNED:	02/28/2022

Total Attachments: 5

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PATENT REEL: 059264 FRAME: 0242

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DEKA RESEARCH & DEVELOPMENT CORP. 340 COMMERCIAL STREET MANCHESTER, NH 03101

EMPLOYEE AGREEMENT

THIS AGREEMENT is made on 9/3	. 20/3	hetween	DEKA
Research & Development Corp., a New Hampshire corpor	ation, with its	s principa	l place
of business in Manchester, New Hampshire, on behalf	of itself a	nd its at	filiates.
(collectively "DEKA") and Ryan Adams	(the	Employ	/ee").
/			•
DEKA is engaged in research and development activities	on its own	behalf a	and on

behalf of affiliates, clients, and other parties. In the course of his/her employment with DEKA, Employee may become aware of business plans, trade secrets, and/or other confidential information of DEKA and other parties in confidential relationship with DEKA. This information must be kept confidential and not be used except in the performance of Employee's duties as an employee of DEKA.

DEKA and the Employee, in consideration of Employee's employment with DEKA and other promises set forth herein, hereby agree as follows:

1. Company Property. Employee acknowledges that any documents, drawings, specifications, prototypes, software, tools and equipment and other information that concern the business of DEKA and that come into Employee's possession by reason of his/her employment with DEKA are the property of DEKA and shall not be used by Employee in any way except in the course of Employee's employment at DEKA. Employee agrees to return promptly to DEKA at any time upon request by DEKA any and all documents, drawings, specifications, prototypes, software, tools, and equipment, including any and all copies thereof.

2. Confidential Information.

- (a) "Confidential Information" is defined as all drawings, specifications, prototypes, samples, documents, inventions, innovations, improvements, data, processes, computer software programs, discoveries, trade secrets and other proprietary information of DEKA or DEKA's affiliates, clients, vendors and other parties pertaining to DEKA's or the affiliate's, client's, vendor's, or other party's present or planned business interests.
- (b) Employee shall not, during or after his/her employment with DEKA, use or disclose any Confidential Information to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever, except as required pursuant to his/her duties as an employee of DEKA.
- (c) Upon termination of employment with DEKA, Employee shall promptly deliver to DEKA all documents and materials relating to Confidential Information and to all DEKA Inventions of Paragraph 3.
- (d) Employee acknowledges that his/her obligations with respect to Confidential

PATENT REEL: 059264 FRAME: 0243 **■**

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Information shall continue even after termination of his/her employment with DEKA. Employee shall inform all subsequent employers of the existence of this Agreement and of the continuing obligation of confidentiality Employee owes to DEKA.

- (e) Employee shall not, while aware of material nonpublic information about a DEKA client, buy or sell any of that client's securities or "tip" any other person to do so.
- (f) The provisions of this Paragraph 2 shall not apply to Confidential Information after it enters the public domain through lawful means.

3. DEKA Inventions.

- (a) "DEKA Inventions" are defined as all inventions, improvements, processes, computer software programs and discoveries made, developed, created and/or conceived by the Employee, alone or with others, during his/her employment with DEKA which relate in any manner to any existing or planned business interest of DEKA or DEKA's affiliates, clients, vendors and other parties that result from tasks assigned to Employee by DEKA. All DEKA Inventions shall be the sole and exclusive property of DEKA.
- (b) Employee agrees to and does hereby grant and assign to DEKA all rights in DEKA Inventions made, developed, created and/or conceived by the Employee, alone or with others, during his/her employment with DEKA which relate in any manner to any existing or planned business interest of DEKA or DEKA's affiliates, clients, vendors and other parties that result from tasks assigned to Employee by DEKA. This grant is intended to be automatic, requiring no further act on the part of Employee.
- (c) Employee shall promptly disclose to DEKA all inventions, improvements, processes, computer software programs, discoveries, developments, or other creations of any kind developed by Employee, alone or with others, during the period of Employee's employment with DEKA and in the three months thereafter.
- (d) Employee shall execute all documents, as requested by DEKA, to confirm DEKA's (or DEKA's designee's) rights, title and interest in and to DEKA Inventions, including but not limited to, documents in connection with assignment and patent, trademark and copyright applications, and shall furnish to DEKA all necessary assistance for protecting DEKA's (or DEKA's designee's) rights in DEKA's Inventions. If Employee is not employed by DEKA at the time he/she is requested to execute such documents or provide such assistance, the Employee shall receive \$10.00 for the execution of each document and the Employee's per diem rate at the time of such request for each day or portion thereof spent at the request of DEKA in the performance of acts pursuant hereto, plus reimbursement for any out-of-pocket expenses incurred by him/her at DEKA's request.

4. Prior Obligations.

(a) Employee represents and warrants to DEKA that employee is not subject to confidentiality, non-competition, or any other agreement with any previous employer or other party that would conflict with Employee's obligations under this Agreement.

DEKA Employee Agreement9.23.2008

PATENT REEL: 059264 FRAME: 0244

- (b) Except as set forth in Exhibit A hereto, Employee:
 - (i) has no obligations to previous employers or other parties, including assignment, as to any previous unpatented inventions; and
 - (ii) claims no rights to any previous unpatented inventions as his/her own.
- (c) Employee represents and warrants that Employee has not and will not bring to DEKA any materials or documents of a former employer or other party that are not generally available to the public without prior written permission of that former employer or other party.
- 5. Non-Interference. Employee agrees that during the term of his/her employment with DEKA and for a period of six (6) months thereafter, the Employee shall not:
 - (i) solicit or attempt to solicit any of DEKA's clients or targeted potential clients, or otherwise attempt to interfere in DEKA's business relationship with any of its clients or targeted potential clients; or
 - (ii) interfere with the obligations and relationship between DEKA and its employees.

Employee acknowledges and agrees that the provisions of this Paragraph 5 are to protect trade secrets and other proprietary information of DEKA and do not unduly restrict the Employee's ability to obtain subsequent employment.

- 6. <u>Employee-at-will; Continued Employment; Affiliates.</u> Employee is an employee-at-will. Nothing in this Agreement shall be construed as obligating DEKA to continue to employ Employee or obligating Employee to continue in the employ of DEKA. This Agreement shall apply during any period that Employee is employed by DEKA or a DEKA affiliate.
- 7. Remedies. Employee acknowledges that the nature of the business of DEKA and the value of its Confidential Information and DEKA Inventions render inadequate any remedy at law which might be obtained by DEKA for a breach by the Employee of any provision of this Agreement. Employee therefore agrees that DEKA, in addition to any remedies available at law, may seek equitable remedies including, without limitation, injunctive relief and specific performance, for any violation thereof.
- 8. <u>Binding Nature.</u> This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.
- 9. <u>Amendments and Waivers.</u> This Agreement may not be amended, modified or revoked, in whole or in part, except by written agreement of the parties. A waiver of any provision of this Agreement must be by written agreement of the waiving party. A waiver of any particular provision shall not be construed as a waiver of such provision on any future occasion unless the waiver specifically provides otherwise.
- 10. <u>Severability.</u> In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable under applicable law and shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
- 11. <u>Entire Agreement.</u> This Agreement and its Exhibits constitute the entire agreement between the parties and supersede any and all prior understandings, agreements, or representations by or between parties, written or oral, which may have related in any way to the subject matter hereof.

PATENT
REEL: 059264 FRAME: 0245

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accordance with the laws of the State of New Hampshire in effect on the date of execution of this Agreement without application of its choice of law principles. The parties hereto have executed this Agreement of the date first written above. (Employee Signature) Employee address: 3 Bagger St. Coxard, NH 03301 State of New Hampshire County of Hillsborough, ss. On this the 3rd day of September, 2013, before me, Sandra Fuller the undersigned officer, personally appeared Ryan Adams, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal. My commission expires: DEKA Research & Development Corp. By:

12. Applicable Law. This Agreement shall be governed, construed and interpreted in

DEKA Employee Agreement9.23.2008

PATENT REEL: 059264 FRAME: 0246

EXHIBIT A

Pursuant to Paragraph 4(b) of this Agreement, please:

(i) List any obligations to previous employers and/or third parties as to any previous unpatented inventions. Please indicate "none" if no such obligations exist.

None RA

(ii) List any claims you have with respect to any previous unpatented inventions. Please indicate "none" if no such claims exist.

None MA

DEKA Employee Agreement9.23.2008

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REEL: 059264 FRAME: 0247 ----