

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7330612

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	MANISH KHADELWAL	10/15/2012
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	VOLTAIX, LLC	
<b>Street Address:</b>	197 MEISTER AVENUE	
<b>City:</b>	NORTH BRANCH	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	08876	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	16971869	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(713)624-8950	
<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>	713-624-8953	
<b>Email:</b>	NEVA.DARE@AIRLIQUIDE.COM	
<b>Correspondent Name:</b>	AIR LIQUIDE USA LLC	
<b>Address Line 1:</b>	9811 KATY FREEWAY	
<b>Address Line 2:</b>	SUITE 100	
<b>Address Line 4:</b>	HOUSTON, TEXAS 77024	
<b>ATTORNEY DOCKET NUMBER:</b>	2018P00068	
<b>NAME OF SUBMITTER:</b>	NEVA DARE	
<b>SIGNATURE:</b>	/Neva Dare/	
<b>DATE SIGNED:</b>	05/13/2022	
<b>Total Attachments: 3</b>		
source=2018P00068_US_PRV - Voltaix LLC Employment Agreement, Khandelwal#page1.tif		
source=2018P00068_US_PRV - Voltaix LLC Employment Agreement, Khandelwal#page2.tif		
source=2018P00068_US_PRV - Voltaix LLC Employment Agreement, Khandelwal#page3.tif		

## VOLTAIX, LLC

### Employment and Non-Compete Agreement

THIS AGREEMENT, made on the 15 day of October, 2012, by and between Voltaix, LLC (hereinafter, the "Company") of 197 Meister Avenue, North Branch, New Jersey 08876, and MANISH KHANDSALA (hereinafter the "Employee") of VOLTAIX, LLC, 197 MEISTER AVENUE / NORTH BRANCH, NJ 08876.

In consideration of the employment (or continuation of such employment, as the case may be) by the Company, and of the compensation paid and to be paid by the Company and received by the Employee for such employment, it is agreed by and between the parties hereto as follows:

#### **I. EMPLOYMENT AND BEST EFFORTS.**

Company agrees to employ or to continue in its employment the employee, and Employee agrees to devote time, skill, knowledge and best efforts during the period of employment to such duties as may be reasonably assigned to Employee, and will faithfully and diligently endeavor to further the best interests of the Company during the period of said employment, and will, when applicable, consistent with any assigned duties and to the extent possible, make and perfect inventions and discoveries which are useful in or related to the business of the Company. However, it is agreed that employment of the Employee hereunder is not for a definite period of time and continuance of such employment is not hereby made obligatory upon either party, or as a condition hereof.

#### **II. CONFIDENTIALITY.**

Employee agrees that he will not during his employment disclose to others or use, except for the Company, its successors, assigns or nominee, any secret, confidential or proprietary information or know-how (hereinafter "Information") of the Company (whether or not developed by the Employee) without the Company's prior written consent. The term "secret, confidential or proprietary information and know-how of the Company" shall include but shall not be limited to the Company's plans, customers costs, prices, uses and applications of products, results of investigations or experiments, and all apparatus, products, processes, compositions, samples, formulas, computer programs and manufacturing methods at any time used, developed, investigated, made or sold by the Company, before, during and after the Employee's tenure of employment, which are not in the public domain. Employee agrees that subsequent to his employment, he will not disclose to others or use any Information for long as (i) the Company still treats the Information as confidential or proprietary and (ii) the Information has not become part of the public domain. Employee further agrees to deliver to Company at the termination of employment all correspondence, memoranda, notes, records, drawings, sketches, plans, customer lists, product compositions, or other documents and all copies thereof, made by, composed by or delivered to Employee and which are in Employee's possession or control at such date and which are related in any way to the business and operations of the Company. All reasonable out-of-pocket expenses incurred by the Employee by reason of returning to the Company the property described in this paragraph shall be borne by the Company.

#### **III. INVENTIONS AND PATENTS.**

Employee agrees to hold in complete trust for the benefit of the Company, and to disclose promptly and fully to the Company in writing, and to assign to the Company, any and all inventions, discoveries and improvements made, discovered or developed by Employee, solely or jointly with others, during the term of employment by the Company and which relate in any manner to the business of the company. Any and all such inventions, discoveries or improvements shall be the sole and exclusive property of the Company, whether patentable or not, and the Employee agrees that he will assist and fully cooperate in every proper way, at the Company's expense, in securing and enforcing, for the Company's sole benefit, patents for such inventions, discoveries and improvements in any and all countries. Furthermore, Employee agrees at the request of the Company (but without additional compensation from the Company) to execute any and all papers and perform all lawful acts which Company deems necessary for the filing, prosecution and maintenance of applications for United States letters patent and foreign letters patent on said inventions, discoveries or improvements, and to execute such instruments as are as necessary to assign to the Company, its successors, assigns or nominees all of the Employee's right, title and interest in said inventions, discoveries and improvements. The following inventions, discoveries and improvements were made by Employee

**PATENT**

**REEL: 060064 FRAME: 0292**

prior to employment by the Company and thus are excluded from this Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company and Employee hereby agree that, without limiting the generality of the foregoing, any invention, discovery or improvement of the Employee, within one year following the termination of Employee's employment shall be conclusively presumed to have been conceived and made prior to the termination of his employment unless the Employee clearly proves that such invention, discovery or improvement was conceived and made following the terminations of his employment.

Following termination of the employee's employment, employee agrees at the request of the Company (but without additional compensation from the Company) to execute any and all papers and perform all lawful acts which company deems necessary for the preparation, filing, prosecution and maintenance of applications for United States letters patent and foreign letters patent on said inventions, discoveries or improvements, and to execute such instruments as are necessary to assign to the Company, its successors, assigns or nominees all of the Employee's right, title and interest in said inventions, discoveries and improvements. All reasonable expenses incurred by the Employee by reason of the performance of any of the obligations set forth in this Paragraph shall be borne by the Company.

**IV. UNAUTHORIZED DISCLOSURE OF INFORMATION.**

If it appears that Employee has disclosed, or threatened to disclose, information in violation of this Agreement, the company shall be entitled to an injunction to restrain Employee from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. The Company shall not be prohibited from pursuing other remedies, including legal actions to recover losses and/or damages.

**V. RETURN OF PROPERTY.**

Upon termination of employment, in addition to all provisions for deliverance of confidential property and information included above in Paragraph II, Employee agrees to deliver all property of the Company, including but not limited to, keys, equipment, uniforms, models, data, notebooks and records. All reasonable out-of-pocket expenses incurred by the employee by reason of returning to the Company the property described in this paragraph shall be borne by the Company.

**VI. NON COMPETE.**

During the term of the Employee's employment and a period of eighteen (18) months thereafter, Employee will not, directly or indirectly, plan, organize or engage in any business competitive with any synthesized or proprietarily purified product marketed or planned for marketing by the Company and/or become associated with others involved in any such acts, and will not engage in any other activity which may create a conflict of interest with the Company.

**VII. PRIOR OBLIGATIONS.**

Employee understands that if Employee possessed proprietary information fo another person or entity as a result of prior employment, the Company expects Employee to honor any legal obligation he or she has to that person or company with respect to proprietary information.

**VIII. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

**IX. AMENDMENT.**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**X. SEVERABILITY.**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and/or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**XI. WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XII. APPLICABLE LAW.**

This Agreement shall be governed by the laws of the State of New Jersey.

**XIII. NOTICES.**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage paid, addressed as follows:

COMPANY: Voltaix, LLC  
197 Meister Avenue  
North Branch, New Jersey 08876

EMPLOYEE: MANISH KHANDALWAL  
12 Smithwood Rd.  
Somerset, NJ, 08873

VOLTAIX, LLC

BY: Carol D. Heffle

DATE: 10-16-12

EMPLOYEE:

Manish Khandalwal

DATE: 10/16/2012