

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7369047

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	CONSULTING AGREEMENT
RESUBMIT DOCUMENT ID:	507239214
CONVEYING PARTY DATA	
Name	Execution Date
RICHARD A. GARCIA	10/07/2015
RECEIVING PARTY DATA	
Name:	VEEPIO HOLDINGS, LLC
Street Address:	15 WILLIAM STREET
Internal Address:	PH2
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10005
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15180949
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>	
Phone:	2159651330
Email:	docketing@panitchlaw.com, mray@panitchlaw.com
Correspondent Name:	PANITCH SCHWARZE BELISARIO & NADEL LLP
Address Line 1:	TWO COMMERCE SQUARE
Address Line 2:	2001 MARKET STREET, SUITE 2800
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	688954-1U1
NAME OF SUBMITTER:	MELINDA RAY
SIGNATURE:	/Melinda Ray/
DATE SIGNED:	06/07/2022
Total Attachments: 5	
source=Garcia Assignment#page1.tif	
source=Garcia Assignment#page2.tif	
source=Garcia Assignment#page3.tif	

source=Garcia Assignment#page4.tif

source=Garcia Assignment#page5.tif

Veepio Consulting Agreement Rick Garcia 10.7.2015

This consulting agreement (the "Agreement") is entered into the date set forth on the signature page by and between Veepio Holdings, LLC (the "Company") and the undersigned Consultant (the "CTO").

The parties agree as follows:

1. Services. Consultant agrees to act as a CTO and/or Consultant to the Company and provide advice and assistance to the Company from time to time as further described on Schedule A attached hereto or as otherwise mutually agreed to by the parties (collectively, the "Services").

2. Compensation. Consultant may be entitled to receive cash compensation at a later date. Consultant is entitled to receive equity compensation indicated on the signature page provided that minimum performance levels, services, commitment level, and deliverables including, but not limited to the ones outlined in schedule A and as determined solely at the discretion of the company are met.

3. Expenses. The Company shall reimburse Consultant for reasonable travel and related expenses incurred in the course of performing services hereunder, provided, however, that any expenses shall be approved by the Consultant emailing a request including the nature of the expense and a maximum amount to the company for approval.

4. Term and Termination. The term of this Agreement shall continue until terminated by either party for any reason upon five (5) days prior written notice without further obligation or liability.

5. Independent Contractor. Consultant's relationship with the Company will be that of an independent contractor and not that of an employee. Consultant will not be eligible for any employee benefits, nor will the Company make deductions from payments made to Consultant for employment or income taxes, all of which will be Consultant's responsibility. Consultant will have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

6. Nondisclosure of Confidential Information

a. Agreement Not to Disclose. Consultant agrees not to use any Confidential Information (as defined below) disclosed to Consultant by the Company for Consultant's own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Services. Consultant agrees to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the Company in order to prevent it from falling into the public domain or the possession of persons other than agents of the Company or persons to whom the Company consents to such disclosure. Upon request by the Company, any materials or documents that have been furnished by the Company to Consultant in connection with the Services shall be promptly returned by Consultant to the Company.

b. Definition of Confidential Information. "Confidential Information" means any information, technical data or know-how (whether disclosed before or after the date of this Agreement), including, but not limited to, information relating to business and product or service plans, financial projections, customer lists, business forecasts, sales and merchandising, human resources, patents, patent applications, computer object or source code, research, inventions, processes, designs, drawings, engineering, marketing or finance to be confidential or proprietary or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. Confidential information does not include information, technical data or know-how that: (i) is in the possession of Consultant at the time of disclosure, as shown by Consultant's files and records immediately prior to the time of disclosure; or (ii) becomes part of the public knowledge or literature, not as a direct or indirect result of any improper inaction or action of Consultant. Notwithstanding the foregoing, Consultant may disclose Confidential

JH
10.7.2015

information with the prior written approval of the Company or pursuant to the order or requirement of a court, administrative agency or other governmental body.

7. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall this Agreement grant Consultant any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services.

8. **Assignment of Intellectual Property.** To the extent that Consultant jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "Intellectual Property") which clearly relates to the Company's business or technology and has been created by the Consultant solely in the course of the performance of Services such as in correspondence, e-mails, meetings or meetings relating to the Company, Consultant hereby acknowledges that it is "work made for hire" for the benefit of the Company and hereby assigns all rights, titles and interest to such Intellectual Property to the Company.

9. **Duty to Assist.** As requested by the Company and only with respect to Intellectual Property created by Consultant for the Company as provided in paragraph 8 above, Consultant shall take all steps reasonably necessary to assist the Company in obtaining and enforcing in its own name any such Intellectual Property right. Consultant's obligation to assist the Company shall continue beyond the termination of Consultant's relationship with the Company, but the Company shall compensate Consultant at a reasonable rate after the termination of such relationship for time actually spent at the Company's request providing such assistance.

10. **No Conflicts.** Consultant represents that Consultant's compliance with the terms of this Agreement and provision of Services hereunder will not violate any duty which Consultant may have to any other person or entity (such as a present or former employer), and Consultant agrees that Consultant will not do anything in the performance of Services hereunder that would violate any such duty. In addition, Consultant agrees that, during the term of this Agreement, Consultant shall promptly notify the Company in writing of any direct competitor of the Company which Consultant is also performing services. It is understood that in such event, the Company will review whether Consultant's activities are consistent with Consultant remaining as a Consultant of the Company.

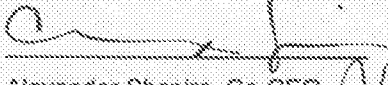
11. **Miscellaneous.** Any term of this Agreement may be amended or waived only with the written consent of the parties. So long as you continue to serve as a Consultant to the Company, you hereby consent to the Company including your name on its marketing materials, Web site or private placement memo, or offering materials as a Consultant of the Company. This Agreement, including any schedules hereto, constitute the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

JHO
10-7-2015

Signature Page

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of 10/ 7 / 2015

JS

<u>Veepio Holdings, LLC</u>	<u>CTO/Consultant</u>
By: 	By: 
Name: Alexander Shapiro, Co-CEO	Name: Rick Garcia
By: 	Address: _____
Name: Jonathan Ohliger, Co-CEO	_____
Address: 15 William Street, Suite 40A New York, NY 10005	

Consultant Compensation

REDACTED

Schedule A:

REDACTED