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PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT7550062

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DARRYL PETERS	04/06/2017

RECEIVING PARTY DATA

Name:	PIXELLIGENT TECHNOLOGIES LLC
Street Address:	6411 BECKLEY STREET
City:	BALTIMORE,
State/Country:	MARYLAND
Postal Code:	21224

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	10844231
PCT Number:	US2016044243

CORRESPONDENCE DATA

Fax Number: (703)816-4100

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: 7038164000

Email: lbuckler@nixonvan.com

Correspondent Name: NIXON & VANDERHYE PC

Address Line 1: 901 N GLEBE ROAD, 11TH FLOOR

Address Line 4: ARLINGTON, VIRGINIA 22203

ATTORNEY DOCKET NUMBER:	2476-182	
NAME OF SUBMITTER:	ROBERT W. FARIS	
SIGNATURE:	/Robert W. Faris/	
DATE SIGNED:	09/21/2022	

Total Attachments: 19

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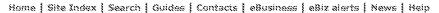
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United States Patent and Trademark Office





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 SUBMISSION TYPE:
 NEW ASSIGNMENT

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 ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DARRYL PETERS	04/06/2017

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Name:	PIXELLIGENT TECHNOLOGIES LLC
Street Address:	6411 BECKLEY STREET
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21224

PROPERTY NUMBERS Total: 1

Property Type	Number	
PCT Number:	US2017016486	

CORRESPONDENCE DATA

Fax Number: (703)816-4100 **Phone**: 7038164000

Email: PTOMail@nixonvan.com

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.

Correspondent Name: BRYAN H. DAVIDSON

Address Line 1: NIXON & VANDERHYE P.C.

PATENT

	901 NORTH GLEBE ROAD, 11TH FLOOR ARLINGTON, VIRGINIA 22203	
ATTORNEY DOCKET NUMBER:	BHD-2476-0182	
NAME OF SUBMITTER:	BRYAN H. DAVIDSON	
Signature:	/Bryan H. Davidson/	
Date:	07/09/2018	

Total Attachments: 16

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PATENT

STATEMENT OF ASSIGNMENT

Pursuant to an Employment Agreement between Pixelligent Technologies LLC, 6411 Beckley Street, Baltimore, Maryland 21224 (the "Company") and Darryl PETERS (the "Employee") (now deceased) dated [1] [0] [1] (redacted copy attached), the Employee agreed, for good and valuable consideration, the receipt and sufficiency of which were acknowledged, that all Work Product, including inventions arising out of and/or relating to services performed by Employee for or on behalf of the Company during any period Employee was employed by the Company, are and shall be the sole and exclusive property of the Company.

The Employee is named as a co-inventor of the following U.S. and International Patent Application arising out of and/or relating to services performed by Employee for or on behalf of the Company during the period of employment and is the sole and exclusive property of the Company:

International Patent Application No. PCT/US17/16486, filed February 3, 2017 (which designates the U.S.)

Pixelligent Technologies LLC

Gregory Cooper, PhD, Founder and CTO

Date: <u>April 6, 2017</u>

REDACTED

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Employment Agreement") is made and entered into as of November 10, 2014 (the "Effective Date") by and between (a) Pixelligent Technologies LLC, a Virginia limited liability company (the "Company"), and (b) Darryl Peters, (the "Employee").

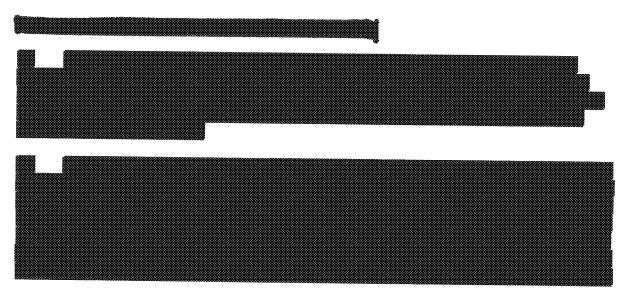
Recitals



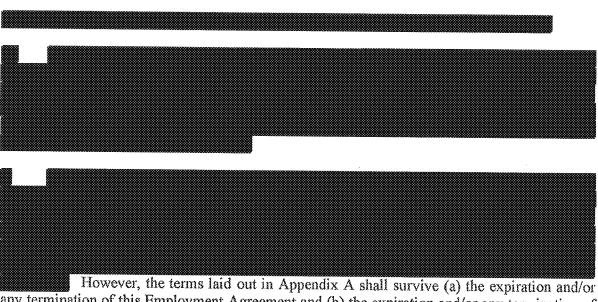
NOW, THEREFORE, in consideration of the Recitals, of the Company continuing to employ Employee under and pursuant to this Employment Agreement, of the promises, representations, warranties, covenants and agreements set forth in this Employment Agreement, in the Recitals, and the term and conditions in Appendix A, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee, intending to be legally bound, hereby agree as follows:

1. <u>EMPLOYMENT, TITLE AND RESPONSIBILITIES.</u>

(a) Employment. The Company hereby employs Employee, and Employee hereby accepts employment with the Company, all subject to the terms and conditions set forth in this Employment Agreement.



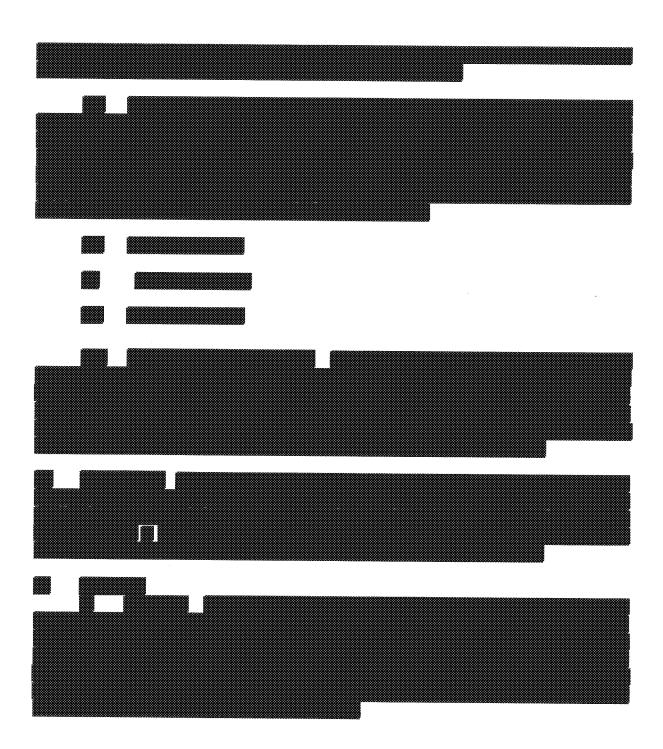
EA - Peters, Damyl



However, the terms laid out in Appendix A shall survive (a) the expiration and/or any termination of this Employment Agreement and (b) the expiration and/or any termination of the Company's employment of Employee (whether such expiration and/or termination was by the Company, Employee, or otherwise, and whether any such termination was with or without Good Cause [as defined below]).



EA - Peters, Darryl



4. <u>REPRESENTATIONS OF EMPLOYEE</u>. Employee hereby represents and warrants to the Company that there are not now operative and in force any employment agreements or other agreements, contracts or instruments of any kind or nature to which Employee is a party, or by

EA - Peters, Darryl

which Employee is otherwise bound, which restrict, limit, prevent, prohibit or make unlawful (i) the execution by Employee of this Employment Agreement, (ii) the performance by Employee of any or all of Employee's duties, responsibilities, obligations, agreements and/or covenants under this Employment Agreement, and/or (iii) Employee's employment by the Company under or pursuant to this Employment Agreement.

IN WITNESS WHEREOF, The Company and Employee have each executed this Employment Agreement as of the date first above written.

EMPLOYEE:	COMPANY: Pixelligent Technologies LLC By: COOR Nicole Rockelt
Darryl Peters, Employee	By: Craig Bandes, President & CEO
Date: NOV 10, 2014	Date: <u>W 10 14</u>

APPENDIX A

CONFIDENTIALITY AND NONCOMPETE AGREEMENT

1. WORK PRODUCTS.

- (a) Definitions. For purposes of this Agreement, the following terms (and all derivations thereof) shall have the meanings set forth below:
- (i) "Person" shall mean any natural person, sole proprietorship, firm, corporation, partnership (whether general, limited, limited liability, or any other type of partnership), joint venture, limited liability company, trust, association, estate, government or governmental entity or authority, and/or any other person or entity of any kind or nature.
- (ii) "Post-Employment Work Products" shall mean all Work Products made, conceived, produced, written, reduced to practice, or learned by Employee, either solely or jointly with any other Person, whether or not with the use of Company's resources or facilities and whether or not using Confidential Information (as defined below), at any time during the six (6) month period immediately following the Termination Date; provided, however, that Post-Employment Work Products does not include any works in the public domain.
- (iii) "Work Products" shall mean all original works of authorship, inventions, discoveries, know-how, ideas, research, studies, plans, documents, reports, instruction materials, manuals, modules, approaches, processes, formulas, data, computer programs, computer software, deliverables, developments, designs, algorithms, techniques, strategies, surveys, improvements, revisions, supplements, and/or modifications consisting of, arising out of and/or relating to (1) the services performed by Employee for or on behalf of the Company during any period Employee was employed by the Company (including under or pursuant to this Employment Agreement), and/or (2) semiconductor nanocrystal synthesis, capping, and dispersion.
- (b) Work Products/Ownership. All Work Products made, conceived, produced, written, reduced to practice, or learned by Employee, either solely or jointly with any other Person, whether or not with the use of Company's resources or facilities and whether or not using Confidential Information, at any time while Employee is employed by the Company (including under or pursuant to this Employment Agreement) are and shall be the sole and exclusive property of the Company. Employee hereby covenants and agrees that Employee shall, upon request of the Company, promptly complete, execute, acknowledge, verify, date and deliver to the Company any and all applications, certificates, assignments, documents and/or instruments which the Company, in its sole and absolute discretion, shall deem necessary, appropriate or incidental to register or otherwise protect its rights in such Work Products. Employee acknowledges that the Work Products constitute "works made for hire" under United States copyright laws, in which the Company shall be the copyright owner, however, in the event any Work Products do not constitute such "works made for hire", then Employee hereby covenants

EA - Peters, Darryl

and agrees, upon request of the Company, to promptly assign Employee's entire right, title and interest in and to such Work Products to the Company and to promptly complete, execute, acknowledge, verify, date and deliver to the Company any and all applications, certificates, assignments, documents and/or instruments which the Company, in its sole and absolute discretion, shall deem necessary, appropriate or incidental to so assign such Work Products to the Company. Further, Employee covenants and agrees, as to all such Work Products, to assist the Company in every way (at the Company's expense) at any time, and from time to time, to obtain, prosecute and/or to enforce patents, copyrights, trademarks, moral rights and other rights and protections relating to such Work Products in the United States and/or any other countries or jurisdictions. If the Company is unable, after reasonable effort, to secure the signature of Employee on any application, certificate, assignment, document and/or instrument deemed by the Company, in its sole and absolute discretion, to be necessary, appropriate or incidental to assign any Work Product to the Company, and/or to apply for, obtain, prosecute and/or enforceany patent, copyright, trademark, moral right, or other right or protection relating to any Work Product in the United States and/or any other countries or jurisdictions, whether because of physical or mental incapacity of Employee or because of any other reason whatsoever, then Employee hereby irrevocably designates and appoints the Company as Employee's agent and attorney-in-fact to act in the name and stead of Employee, and for and on behalf of Employee, to complete, execute, acknowledge, verify, date, delivery and/or file any such applications, certificates, assignments, documents and/or instruments and to do any and all other lawfully permitted acts and things to further the assignment of such Work Product to the Company, and/or to further the application for, the prosecution of, issuance of, and/or the enforcement of such patents, copyrights, trademarks, moral rights, and other rights and protections relating to any Work Product in the United States and/or any other countries or jurisdictions, with the same legal force and effect as if completed, executed, acknowledged, verified, dated, delivered and/or filed (as the case may be) by Employee. This power of attorney shall not be affected by the disability of the principal.

(c) Post-Employment Work Products/Ownership. Employee hereby acknowledges and agrees that all Post-Employment Work Products are intended to immediately become the sole and exclusive property of the Company. Therefore, Employee hereby assigns, transfers and conveys to the Company all right, title and interest in and to any and all such Post-Employment Work Products, including any and all copyrights, trademarks, patents, moral rights, and other intellectual property rights relating to such Post-Employment Work Products. Further, Employee hereby covenants and agrees that Employee shall, upon request of the Company, promptly complete, execute, acknowledge, verify, date and deliver to the Company any and all applications, certificates, assignments, documents and/or instruments which the Company, in its sole and absolute discretion, shall deem necessary, appropriate or incidental to (i) assign, transfer and convey, or to more fully assign, transfer and convey, to the Company such Post-Employment Work Products, including any and all copyrights, trademarks, patents, moral rights, and other rights and protections relating to such Post-Employment Work Products, including any and all copyrights, trademarks, patents, moral rights, and other otherwise protect the Company's right, title and interest in and to such Post-Employment Work Products, including any and all copyrights, trademarks, patents, moral rights, and other

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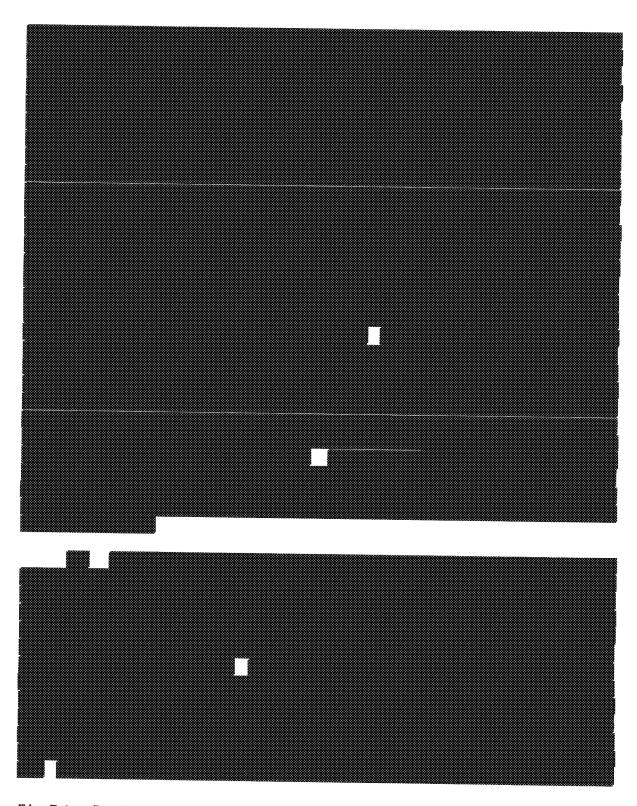
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intellectual property rights relating to such Post-Employment Work Products. Employee covenants and agrees, as to any and all such Post-Employment Work Products, to assist the Company in every way (at the Company's expense) at any time, and from time to time, to obtain, prosecute and/or to enforce patents, copyrights, trademarks, moral rights, and other rights and protections relating to such Post-Employment Work Products in the United States and/or any other countries or jurisdictions. If the Company is unable, after reasonable effort, to secure the signature of Employee on any application, certificate, assignment, document and/or instrument deemed by the Company, in its sole and absolute discretion, to be necessary, appropriate or incidental to assign, transfer and convey, or to more fully assign, transfer and convey, any Post-Employment Work Product to the Company, and/or to apply for, obtain, prosecute and/or enforce any patent, copyright, trademark, moral right, and/or other right or protection relating to any Post-Employment Work Product in the United States and/or any other countries or jurisdictions, whether because of physical or mental incapacity of Employee or because of any other reason whatsoever, then Employee hereby irrevocably designates and appoints the Company as Employee's agent and attorney-in-fact to act in the name and stead of Employee, and for and on behalf of Employee, to complete, execute, acknowledge, verify, date, deliver and/or file any such applications, certificates, assignments, documents and/or instruments and to do any and all other lawfully permitted acts and things to further the assignment, transfer and conveyance, or to further the more complete assignment, transfer and conveyance, of such Post-Employment Work Product to the Company, and/or to further the application for, the prosecution of, issuance of, and/or the enforcement of such patents, copyrights, trademarks, moral rights, and/or other rights and protections relating to any Post-Employment Work Product in the United States and/or any other countries or jurisdictions, with the same legal force and effect as if completed, executed, acknowledged, verified, dated, delivered and/or filed (as the case may be) by Employee. This power of attorney shall not be affected by the disability of the principal.

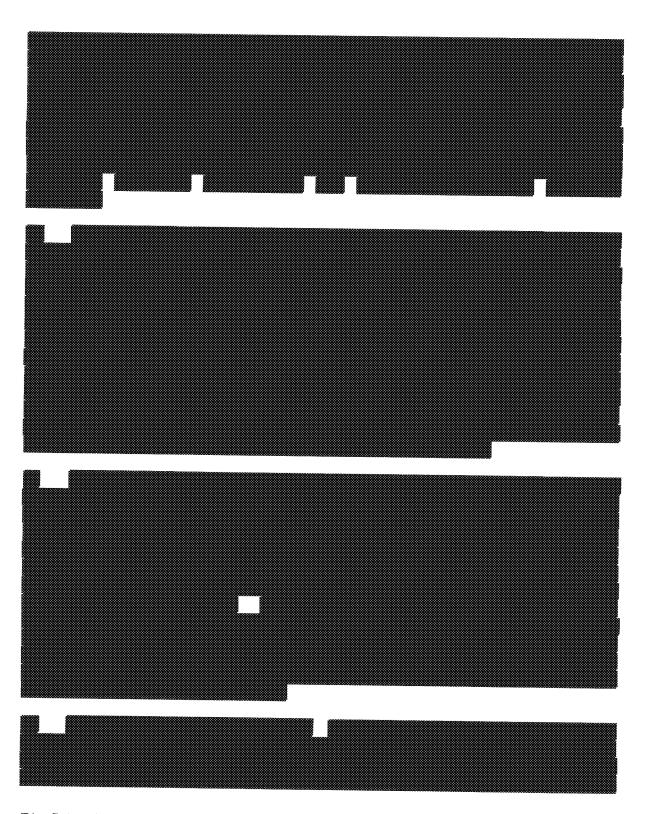


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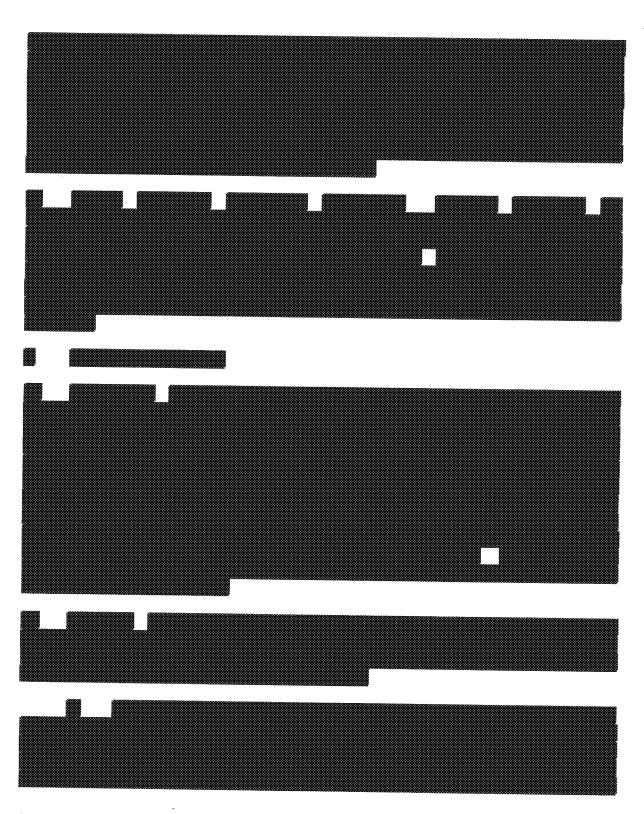
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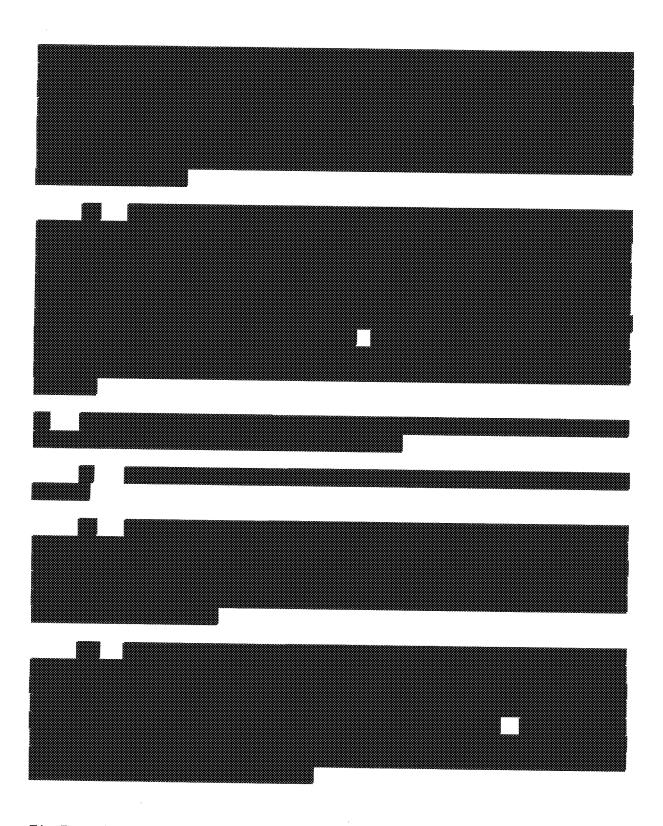
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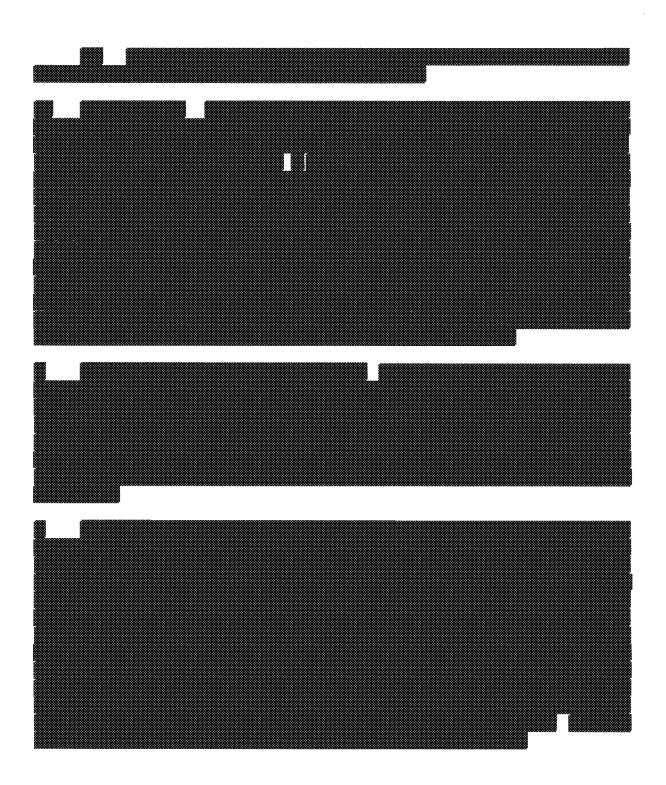
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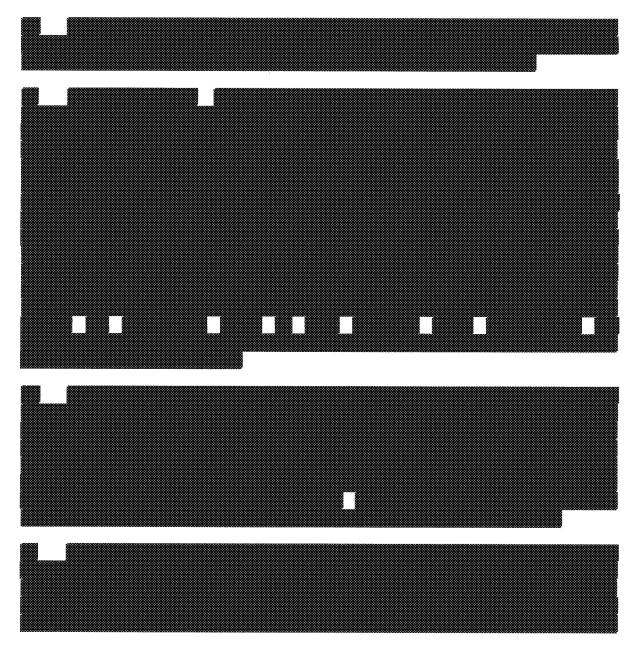
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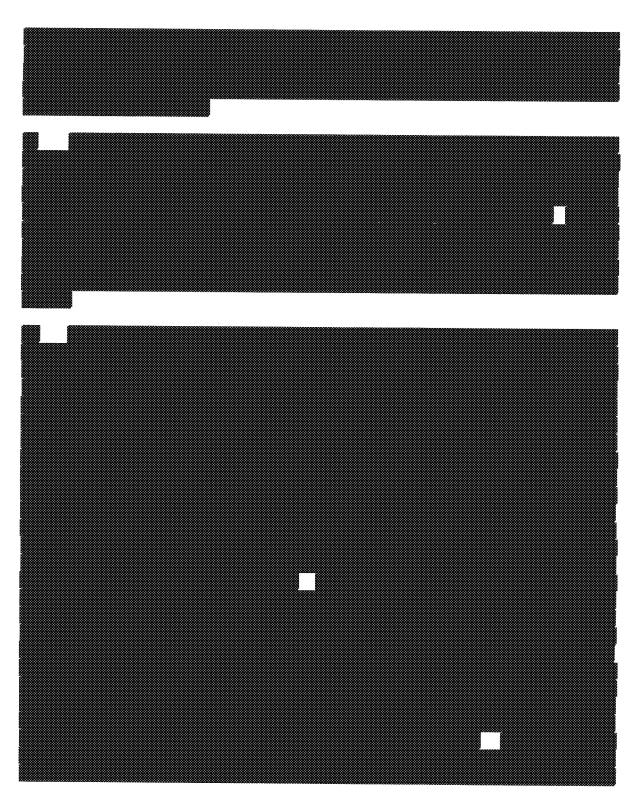
EA – Peters, Darryl

6. <u>MISCELLANEOUS</u>.

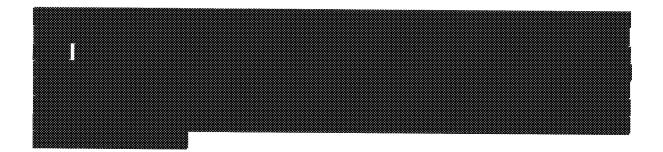
(a) Integration. This Employment Agreement is intended by all parties to be an integration of all, of the promises, agreements, understandings, warranties, representations and covenants among the parties with respect to the subject matter hereof. The Recitals set forth as the introduction to this Employment Agreement, and Exhibit A hereto, are hereby incorporated into this Employment Agreement as fully as if set forth in full herein.



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RECEIPT INFORMATION

EPAS ID: PAT5041737 **Receipt Date**: 07/09/2018

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