

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7654095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID R. NILOSEK	09/16/2013
RECEIVING PARTY DATA	
Name:	PICTOMETRY INTERNATIONAL CORP.
Street Address:	25 METHODIST HILL DRIVE
City:	ROCHESTER
State/Country:	NEW YORK
Postal Code:	14623
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18057061
CORRESPONDENCE DATA	
Fax Number:	(405)607-8686
<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:	4056078600
Email:	docketing@dunlapcoddington.com, mbrockhaus@dunlapcoddington.com
Correspondent Name:	DUNLAP CODDING, P.C.
Address Line 1:	P.O. BOX 16370
Address Line 4:	OKLAHOMA CITY, OKLAHOMA 73113
ATTORNEY DOCKET NUMBER:	6338.686
NAME OF SUBMITTER:	LORI MARTIN
SIGNATURE:	/lorimartin/
DATE SIGNED:	11/18/2022
Total Attachments: 2	
source=D. Nilosek Employment Agreement#page1.tif	
source=D. Nilosek Employment Agreement#page2.tif	

AGREEMENT

THIS AGREEMENT is made as of this 16th day of Sept., 2013 by David Nilosch ("Employee"), an individual residing at 1233 Park Ave., Apt 13 Rochester NY, and Pictometry International Corp. (the "Company"), a New York corporation with its principal office at 100 Town Centre Drive, Suite A, Rochester, New York 14623.

In consideration of the Company's employment of Employee, compensation of the Employee and agreement to pay fees as provided herein, and of other consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

1. Confidentiality and Non-Disclosure. "Confidential Information" means proprietary information of the Company (and its affiliates, subsidiaries and business partners) not generally known in the industry, about its or their processes, technical data, trade secrets, know-how, services and products, including information related to research, development, inventions, production, purchasing, finances, engineering, marketing and customer's names and accounts. Employee shall not disclose to anyone or make use of any Confidential Information which Employee has or may acquire during his employment by the Company except as such disclosure or use may be required in connection with Employee's work for the Company. Employee is a party to the following list of Confidentiality and Non-Disclosure Agreements:

[REDACTED]

2. Non-Compete. Employee will not, during the term of his engagement with the Company and for a period of 24 months thereafter, without the prior written authorization of the Company (which authorization will not be unreasonably withheld), directly or indirectly own, operate, participate in the management or control of, be employed by, or act as a consultant to any enterprise in the United States engaged in the business of manufacturing and/or selling products which compete directly or indirectly with the business or products of the Company and will not directly or indirectly solicit, entice away, or interfere with the Company's relationship with any customer, client, or employee. Employee attests that Employee is not party to any other non-compete agreements where employment by Company would be a violation.

3. Intellectual Property Rights. All inventions or improvements, trademark/service mark concepts, designs or the like, software, or publishable materials, whether patentable, registrable, copyrightable, or not (collectively, "Inventions"), which, during or 12 months after the termination of Employee's employment by the Company for any reason, have been or may be made, created, conceived, or developed by Employee (alone or with others), and which are related to or arise out of the work Employee does for the Company or which arise out of any information regarding the business of the Company which has been or may be received by Employee while providing services, are and shall be regarded as property solely of the Company. Employee hereby sells, assigns and transfer to the Company all of Employee's right, title and interest in and to all such Inventions.

Employee will fully disclose to the Company or its designated representative as promptly as available all information known or possessed by Employee concerning the Inventions; and upon request of the Company and without further remuneration, but at the expense of the Company, Employee will execute all applications for patents, other instruments, and assignments and otherwise do all things which the Company may deem necessary to vest and maintain in it all such right, title and interest in and to all such Inventions in the United States and abroad, including (without limitation) assisting and cooperating with the Company or its representatives in any controversy or legal proceedings relating to the Inventions and improvements or to the patents which may be procured thereon.

4. General. Upon the termination of his engagement for any reason, Employee shall turn over to the Company all books, records, memoranda, notes or copies thereof (in any form) belonging to the Company or relating to the Confidential Information which are then in his possession or control. In the event of an actual or threatened breach or violation of this Agreement on the part of one party, the other party shall be entitled, in addition to all his or its other available remedies, to injunctive relief in any court of competent jurisdiction. Employee shall notify any subsequent employer of the existence of this Agreement. This Agreement contains the entire understanding between the Company and Employee with respect to the subject matter hereof. It shall be binding upon and inure to the benefit of the Company and Employee and their respective successors and assigns. If any part of any term or provision of this Agreement shall be held or deemed to be invalid, inoperative, or unenforceable to any extent by a court of competent jurisdiction, such circumstance shall in no way affect any other term or provision of this Agreement, the application of such term or provision in any other circumstances, or the validity or enforceability of this Agreement. This Agreement does not confer on the Employee any right to continued employment and the parties agree that the Employee is employed at will and that Employee's employment may be terminated at any time for any reason or for no reason. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the exclusive jurisdiction and venue for resolution of any disputes between the parties shall be New York Supreme Court, Monroe County.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this date first above written.

EMPLOYEE

David Nilosck

[Print name]

David Nilosck

[Signature]

PICTOMETRY INTERNATIONAL CORP.

By: _____

Linda Salpini, Sr. Vice President,
Finance and Administration