

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7669002

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SOFTWARE AND HARDWARE DESIGN AND CONSULTING AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN YEAGER	09/03/2019
RECEIVING PARTY DATA	
Name:	RAYTRX, LLC
Street Address:	THE FREEMAN TECHNOLOGY CENTER
Internal Address:	1701 S. CARSON AVENUE
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74119
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17706912
CORRESPONDENCE DATA	
Fax Number:	(248)645-1568
<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:	2486451483
Email:	ipdocket@h2law.com
Correspondent Name:	HOWARD & HOWARD ATTORNEYS PLLC
Address Line 1:	450 WEST FOURTH STREET
Address Line 4:	ROYAL OAK, MICHIGAN 48067
ATTORNEY DOCKET NUMBER:	122179.00014
NAME OF SUBMITTER:	SEATON J. CURRAN
SIGNATURE:	/Seaton J. Curran/
DATE SIGNED:	11/30/2022
Total Attachments: 7	
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OCUTRX VISION TECHNOLOGIES, LLC/YEAGER

SOFTWARE AND HARDWARE DESIGN AND CONSULTING AGREEMENT

This **CONSULTING AGREEMENT** (this “**Agreement**”) is made and entered into this ___ day of _____, 2020 by and between **OCUTRX VISION TECHNOLOGIES, LLC** (A DELAWARE LIMITED LIABILITY COMPANY) **AND ITS AFFILIATES**, (collectively herein “**OCUTRX** ”) all of which have offices for transaction of business located at *The OCUTRX Midwest Research Center*, 1701 South Carson Avenue, Tulsa, OK 74119 (both collectively “**OCUTRX** ” and/or “**Company**”), **and STEVEN YEAGER**, an individual, located at 8160 Essington Dr. Colorado Springs, CO together with its employees and consultants located in Colorado, (herein all collectively designated as “**Yeager**” or the “**Consultant**”). Each of OCUTRX and Consultant (collectively) may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

Project: OCUTRX hereby engages Yeager to provide hardware design, engineering and manufacturing services as set out in the Services and Statement of Work (“**SoW**”) to further OCUTRX’s research and development of an Augmented Reality Headset.

Now therefore, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. TERM. This Agreement begins on the date above and remains in effect for three (3) years or until otherwise terminated.

2. DEFINITIONS.

2.1 “Confidential Information” means any intellectual property (“**IP**”), non-public, trade secret and/or proprietary information and materials, including, without limitation, and for example only: technical data, trade secrets, plans for products or services, marketing plans, hardware, software, firmware, OCUTRX conductor designs, masks, tape outs, packaging designs, Project, Project Development, and, with regard to OCUTRX , includes the inventions and ideas for an Augmented Reality Headgear and Headset and System on Module (SoM). Confidential Information also means and includes all OCUTRX design formats, including without limitation JAVA, C++, WebX, WebGL, HSPICE, CADENCE or (in and SDK, API, script, object, executable, or source code form), financial documents or data in whatever form or medium, OCUTRX Software (if applicable), the OCUTRX Hardware (if applicable), also derivatives, improvements and/or enhancements of any of the above, and the terms and conditions of this Agreement. “**Confidential Information**” does not include any information: (a) that is in the public domain through no act or omission of Consultant; provided that information in the public domain does not reduce or remove responsibilities to the specific information provided by one Party to the Other; (b) was in Consultant’s lawful possession without limitation on disclosure, as demonstrated by the written documents and files in existence at the time of disclosure (not just oral statements); (c) becomes known to Consultant from a source other than OCUTRX , which disclosure is not in violation of OCUTRX ’s rights; or (d) was independently developed by IP and/or Consultant, and is not in any way an improvement, enhancement, interpretation or derivative of OCUTRX ’s Confidential Information and was without any use of any of OCUTRX ’s Confidential Information, as demonstrated by written documents and files (not just oral statements) created as of the time of such independent development. Consultant may only duplicate Confidential Information as necessary to perform their respective obligation under this Agreement. Consultant may have its own Confidential Information that it discloses, to which OCUTRX shall have the same responsibilities to keep confidential. The availability of any portion or segment of OCUTRX ’s Confidential Information (i.e. capacitor drop explanations) on the internet or other public forum, shall not make OCUTRX ’s Confidential Information rendered non-confidential.

2.2 “Consultant” means Yeager., and all of its agents, employees, contractors, consultants, attorneys, accountants and engineers.

2.3 “Deliverables” means all Prepared Information and/or work produced under the SoW or otherwise by Consultant and its employees, agents and/or consultants to create and/or perfect an Augmented Reality Headset, platform and micro-displays with a reflective “head’s-up” display mechanism or equal, together with all results of the

efforts of the Consultant under this Agreement, including, but not limited to the results of the SoW and/or the Prepared Information. Deliverables are outlined in Section 2.7.

2.4 “Work Made for Hire means that all Prepared Information and all intellectual property generated hereunder which is not Consultant’s proprietary technology (Unincorporated and/or Incorporated) by Consultant and its employees, agents, contractors and consultants, shall be instantly the property of OCUTRX. Consultant shall promptly make full disclosure, delivery, and transfer to OCUTRX , and it does herewith assign to OCUTRX , all of their right, title, and interest in and to any and all ideas, methods, inventions, designs, and improvements, whether or not patentable, originating with, conceived, acquired or developed by Consultant, or its other employees, consultants and/or agents, either solely or jointly with others; in connection with the performance of Services for OCUTRX by Consultant under this Agreement, and including the Deliverables.. This duty to disclose, deliver and assign shall survive the termination of this Agreement, and Consultant and its employees, agents, contractors and/or consultants shall have a good faith duty to work and cooperate with OCUTRX to accomplish the full and complete assignment of intellectual property and/or Deliverables as contemplated herein, which shall survive the termination of this Agreement.

2.5 “Prepared Information” means all technical or business information, hardware and/or software, and reports in whatever medium or format, whether oral or in writing, including but not limited to, data, specifications, drawings, artwork, advertising copy, records, reports, proposals, software and related documentation, inventions, concepts, research or other information, originated by or prepared by or for Consultant for OCUTRX in contemplation of, or in the course of, or as a result of, the Services performed hereunder.

2.6 “Services” means the services, Prepared Information, Deliverables or other work described in a Statement of Work, (“SoW”) as shown by the Exhibit “A” herein. The Services are to be rendered in furtherance of the Project and Product Development of OCUTRX, which is defined in the SoW attached hereto as Exhibit “A” and incorporated herein.

2.7 “Statement of Work” (“SoW”) means consulting services and work on the Project and Product Development as defined and further specified in the SoW contained in the attached Exhibit “A”.

3. THE SERVICES.

3.1 Scope of Services. The Services to be provided by Consultant will be described in the SoW. The initial Statement of Work is set forth in **Exhibit A** (SoW) to this Agreement; this SoW may be amended by agreement of the Parties.

3.2 Non-Delegation of Duties/Cooperation. Consultant shall not delegate, sub-contract or assign, or employ anyone else to do any of the work that may be requested by OCUTRX hereunder, without the prior written consent of OCUTRX. Consultant shall cooperate with OCUTRX to achieve the best-in-class display for Augmented Reality headsets as is practicable.

3.3 Changes. Any changes will be by mutual agreement, however for the purpose of clarity, the SoW is a general outline of consulting services to be rendered and not an exhaustive list.

4. PERSONNEL AND FACILITIES. Consultant shall provide its own personnel and facilities under this agreement.

5. LIMITED, CONDITIONAL LICENSE TO SOFTWARE. On all Work for Hire developments, OCUTRX shall have a fully paid up, non-exclusive license on any and all Consultant Software that is a common element used by Consultant. Consultant shall have a fully paid limited, revocable license to use OCUTRX ’s Software solely and only for the purposes of Consultant Company’s Services under this Agreement.

6. DELIVERY. Consultant shall deliver to OCUTRX the results of their Services, and SoW on a regular basis as agreed by the Parties or as requested by OCUTRX. All work product of Consultant developed under this

Agreement shall be deemed to be the property of OCUTRX, whether delivered or not, and such shall be deemed to be under the Confidentiality portions of this agreement.

6.1 Engineering Deliverables. Deliverables shall be developed and completed as defined in the SoW which shall be attached hereto and deemed incorporated herein. The deliverables shall be completed and received by OCUTRX or appropriate third-party (Testing Facility) by the date specified by OCUTRX and includes the following:

7. OWNERSHIP.

7.1 No Licenses. Consultant recognizes and agrees that except as explicitly provided herein, nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any OCUTRX IP, Confidential Information, improvements, enhancements and/or derivatives, tangible or intangible property disclosed or developed pursuant to this Agreement, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such, or to any improvements, enhancements and/or derivatives based in whole or part on any OCUTRX Confidential Information. Consultant will not make, have made, use, sell, license or provide for any other purpose or to any third party any: (a) OCUTRX Confidential Information, improvements, enhancements, derivatives and/or alternatives to OCUTRX 's Confidential Information (b) OCUTRX tangible or intangible property; or (c) OCUTRX product(s) or other item using, incorporating or derived from any of OCUTRX 's tangible or intangible property, regardless of who develops the same. All new inventions, improvements, enhancements, derivatives and/or alternatives of or related to the Project, the Project Development and/or Confidential Information of OCUTRX shall be and remain the property of OCUTRX regardless of which Party may develop the same.

7.2 Inventions, Discoveries, Derivatives and Improvements by Consultant. For all inventions, ideas, developments discoveries, derivatives, improvements and/or alternatives developed by Consultant under the terms of this Agreement and/or the NDA, the following applies:

7.2.1 Background Technology. Consultant, including, but not limited to consultants, agents and/or employees of Yeager, herein reserves all previously owned rights, title and interest to any of its previously developed, or concurrently improved, intellectual property ("Background Technology"). Some of the Background Technology may or may not be incorporated ("Incorporated Background Technology") within the Statement of Work and Deliverables to OCUTRX and some will be utilized only during the course of development for analysis ("Unincorporated Background Technology") of the Deliverables. All intellectual property generated hereunder which is not Consultant's Background Technology ("Unincorporated and/or Incorporated") but which is incorporated within the Deliverables as indicated by the applicable Statement of Work will be considered the results of Work Made for Hire and "Prepared Information" and as such will be fully owned by OCUTRX whether fully developed or partially developed. Consultant's Intellectual Property which pre-dates the start of this agreement and pre-dates the NDA by and between the Parties, will remain Consultant's property if it had been developed prior the earliest of the above dates, except as stated hereinabove.

7.2.2 Unincorporated Background Technology. Unincorporated Background Technology includes, but is not limited to, Consultant provided and/or used design environments, source code control systems, bug tracking systems, collaboration systems, simulations, simulation programs, make files, regression and synthesis scripts, verification environments including the test suites for commonly utilized interfaces, commonly found design, verification and/or software components, model or verification code generators and/or translators for any or all of the above, regardless of whether these items were developed or improved during the course of this design engagement. This includes any ideas, methods, inventions, designs and improvements relating generally to ASIC design or verification in existence prior to the earliest of the NDA between the Parties or this Agreement. Consultant hereby grants OCUTRX a fully paid, non-exclusive, perpetual, royalty-free license to use the Consultant provided and/or used environments and tools solely in concert with the Deliverables and the SoW under this Agreement.

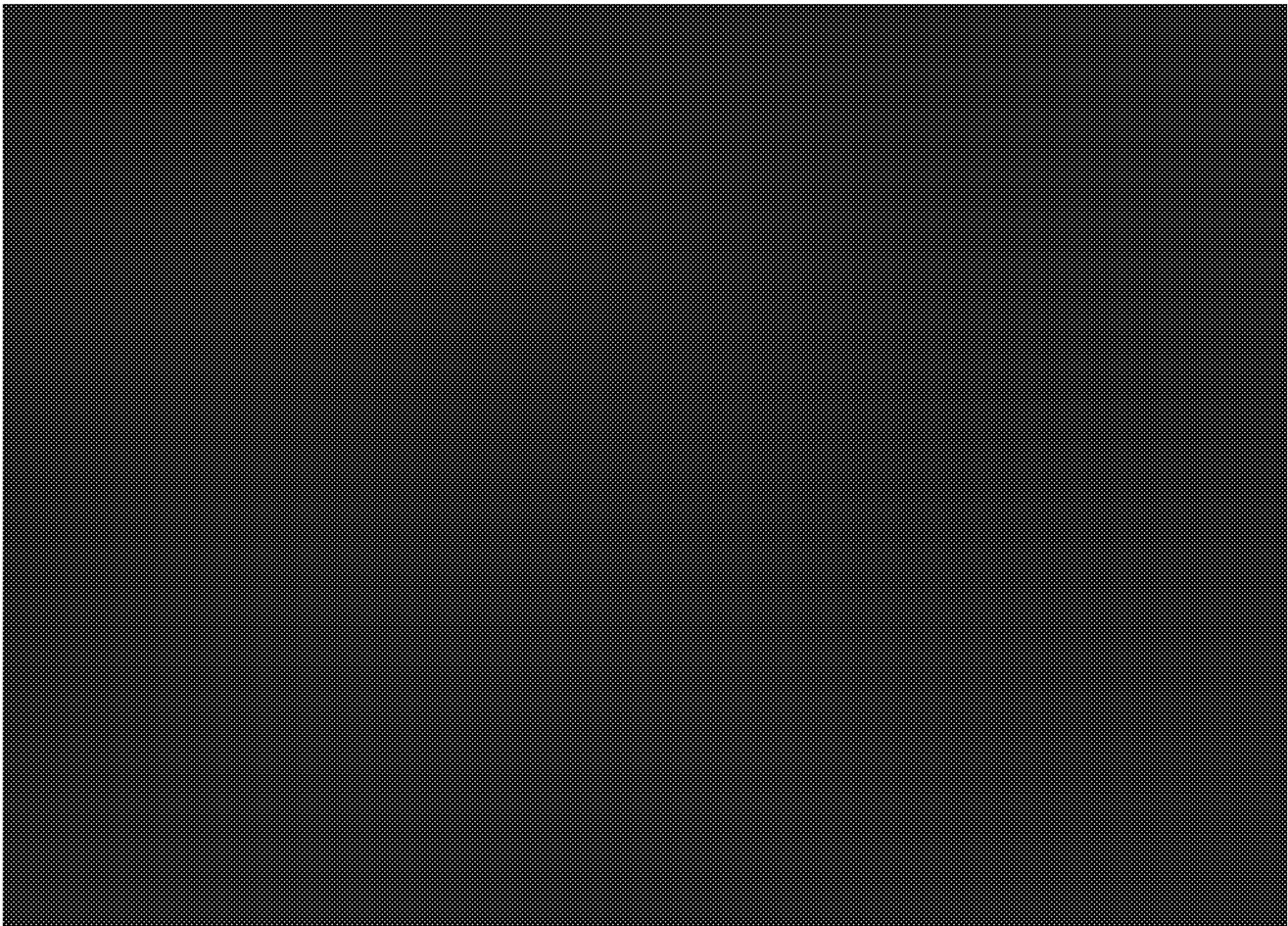
7.2.3 Incorporated Background Technology. Incorporated Background Technology will be Consultant's technology and/or IP which is delivered by Consultant to OCUTRX as part of its Deliverables

and/or Prepared Information. Consultant hereby grants OCUTRX a fully paid, non-exclusive, perpetual, royalty-free license to use, modify, and resell as part of its intellectual property the Incorporated Background Technology.

7.2.4 Work Made for Hire. For all intellectual property generated in any way hereunder by Consultant, whether Deliverables or Prepared Information or otherwise, which is not Consultant Background Technology (Unincorporated and/or Incorporated) Consultant and its employees, agents, contractors and consultants shall promptly make full disclosure, delivery, and transfer to OCUTRX of the same, and it does herewith assign, bargain, and sell without reservation to OCUTRX all their right, title, and interest in and to any and all ideas, methods, inventions, designs, and improvements, whether or not patentable, originating with, conceived, acquired or developed by Consultant or its employees, agents, contractors and/or consultants, whether developed solely or jointly with OCUTRX or others; in connection with the performance of Services for OCUTRX under this Agreement, and including the Deliverables but excluding any Consultant or Raytrx, LLC's Background Technology.

7.3 Disclosures. To assist Consultant, OCUTRX agrees to disclose to Consultant such of its inventions, confidential know how and trade secrets as in the sole judgment of OCUTRX shall assist Consultant in performing the Services contemplated herein. It is understood that said inventions, confidential know how, and trade secrets shall remain the sole property of OCUTRX, as shall any Deliverables and results of the SoW and/or Produced Information, and Consultant and its employees, consultants and agents shall have no interest therein or rights with respect thereto. Consultant shall have a duty to disclose any intellectual property, patentable inventions, inventions, or anything of value which is derived as a result of the Services under this Agreement. This duty shall survive the term of this Agreement.

8. SERVICE FEE, EXPENSES AND PAYMENT.





9. CONFIDENTIALITY.



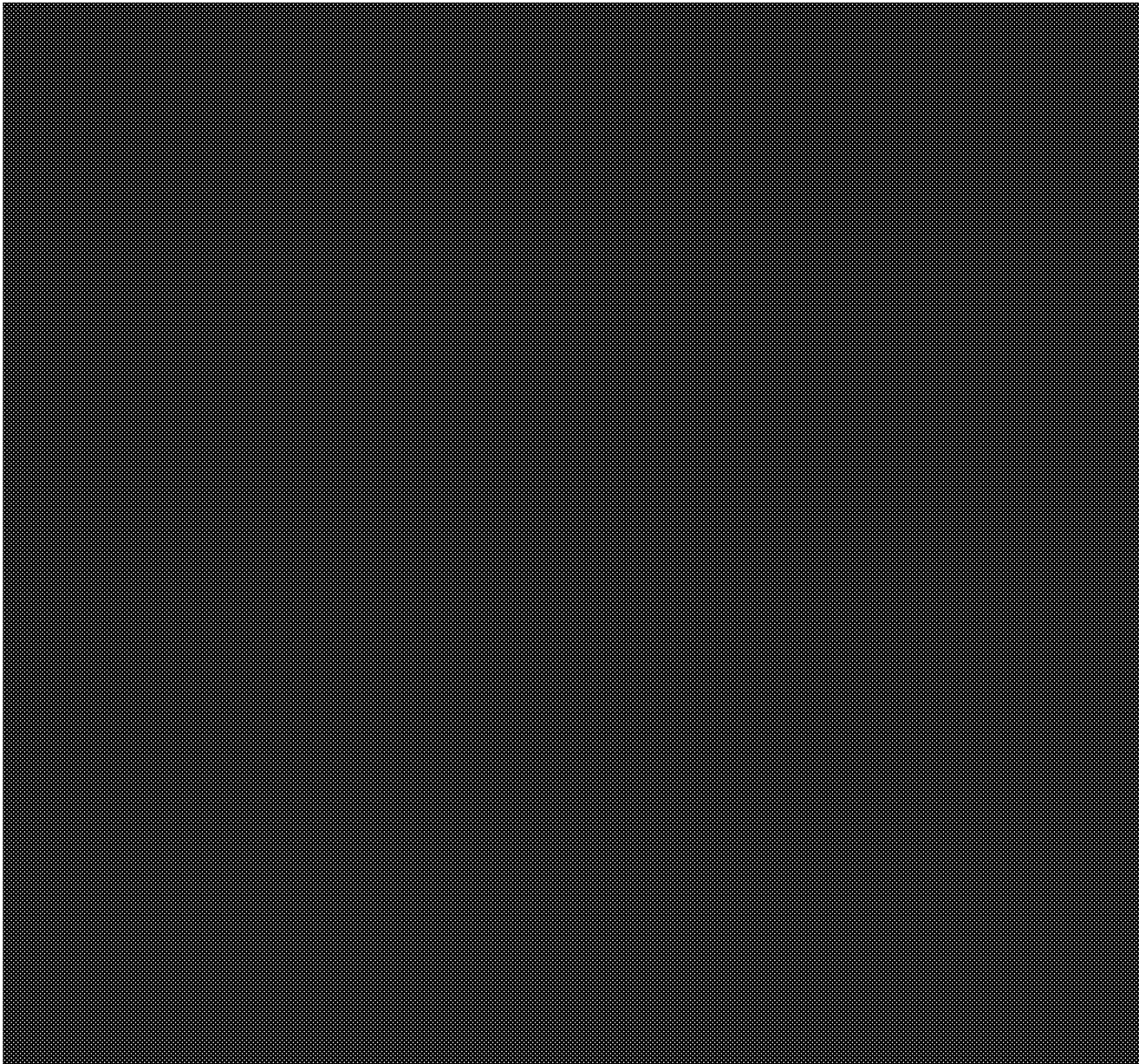
10. WARRANTIES AND COVENANTS. EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS, IMPLIED, INCLUDING ANY WARRANTY AS TO FITNESS FOR A PARTICULAR PURPOSE, OR PRACTICABILITY, FEASIBILITY OF THE PROJECT AND/OR RESULTS RELATED TO THE PROJECT. IN ADDITION, THE CONSULTANT DOES NOT WARRANT ANY PARTICULAR OUTCOME OF SoW SERVICES.

11. TERMINATION.





12. General.





IN WITNESS WHEREOF, the Parties' duly authorized officers have executed this Agreement as of the last date set forth below.

OCUTRX VISION TECHNOLOGIES, LLC.

**CONSULTANT:
STEVEN YEAGER**

Signature: _____

Signature: _____

Printed Name: Michael H. Freeman

Printed Name: Steven Yeager

Title: CEO

Title: _____

Date: _____

Date: _____

Address: The OCUTRX Technology Center
1701 South Carson Avenue
Tulsa, OK 74119

Address: 8160 Essington Dr.
Colorado Springs, CO 80907