

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7759170

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	12/31/2021

**CONVEYING PARTY DATA**

Name	Execution Date
EXOSITE LLC	12/31/2021

**RECEIVING PARTY DATA**

<b>Name:</b>	DIODE
<b>Street Address:</b>	30 N GOULD ST STE 20452
<b>City:</b>	SHERIDAN
<b>State/Country:</b>	UNITED STATES
<b>Postal Code:</b>	82801

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	11030161
Patent Number:	11146545

**CORRESPONDENCE DATA****Fax Number:**

*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:** 3602813414  
**Email:** hansrempel@exosite.com.com  
**Correspondent Name:** HANS REMPEL  
**Address Line 1:** P.O. BOX 474  
**Address Line 4:** DILLARD, OREGON 97432

<b>NAME OF SUBMITTER:</b>	HANS REMPEL
<b>SIGNATURE:</b>	/Hans Rempel/
<b>DATE SIGNED:</b>	01/24/2023
	This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 13**

source=Board Consent Resolutions (Diode) - Exosite royalty agreement (8.16.22)#page1.tif  
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**WRITTEN CONSENT RESOLUTIONS  
IN LIEU OF A MEETING  
OF THE BOARD OF DIRECTORS OF  
DIODE**

**August 16, 2022**

The undersigned, being all of the members of the Board of Directors (the “*Board*”) of Diode, a Wyoming corporation (the “*Company*”), hereby take the following actions, and consent to, approve and adopt the following resolutions without a meeting of the Board, effective for all purposes as of the date first written above, in accordance with the Wyoming Business Corporation Act, the Company’s Bylaws and Articles of Incorporation:

***Approval of Royalty Agreement***

**RESOLVED**, that the Royalty Agreement between the Company and Exosite LLC, dated as of December 31, 2021 (the “*Royalty Agreement*”), attached hereto as **Exhibit A**, is hereby adopted and approved by the Company.

**FURTHER RESOLVED**, that the Company’s President & CEO (the “*Authorized Officer*”), is hereby authorized and directed to execute and deliver, in the name of and on behalf of the Company, the Royalty Agreement and any other agreements, instruments, documents or certificates that are necessary or appropriate in order to comply with the terms and conditions of the Royalty Agreement, with such changes therein as such officer deems necessary or appropriate, and to do such other acts as may be necessary from time to time to carry out the purpose and intent of the Royalty Agreement and these resolutions.

***Independent Director Approval***

**WHEREAS**, the Board has approved, and the Company intends to enter into the Royalty Agreement (the “*Conflicting Interest Transaction*”), and

**WHEREAS**, it is hereby disclosed or made known to the Board that Hans Rempel is the President & CEO, a director and a significant member of Exosite, and that Troy Kopischke, is a director of Exosite and the co-CEO, a director and a significant member of Invenshure, which is a significant member of Exosite; and that, accordingly, each of Messrs. Rempel and Kopischke has a direct financial interest in the approval of the Conflicting Interest Transaction and therefore is an interested party (the “*Interested Directors*”), and

**WHEREAS**, pursuant to Wyoming Statutes Sections 17-16-861 and 17-16-862, a director’s conflicting interest transaction may not be the subject of equitable relief, or give rise to an award of damages or other relief against a director of a Wyoming corporation, in a proceeding by a shareholder or by or in the right of the corporation, on the ground that the director has an interest respecting the transaction, if (among other things) the transaction has been authorized by the affirmative vote of a majority, but no fewer than two (2), of the qualified directors who voted on the transaction, after required disclosure by the conflicted director of information not already known by such qualified directors, which qualified directors deliberate and vote outside the presence of and without the participation by any other director, and

**WHEREAS**, if a corporation does not have at least two (2) qualified directors to satisfy the foregoing authorization requirements, independent action to satisfy these authorization requirements may be taken by board action that includes the vote of directors who are not qualified directors, and

**WHEREAS**, Dominic Letz, the director who does not have any interest in the Conflicting Interest Transaction, other than as a director of the Company (the “*Qualified Director*”), (i) is aware of the material facts relating to the Conflicting Interest Transaction, (ii) has had an adequate opportunity to ask questions regarding, and investigate the nature of, the interests of the Interested Directors in the Conflicting Interest Transaction, and (iii) has deliberated and voted outside the presence of and without the participation by the Interested Directors, be it

**RESOLVED**, that, after careful consideration, the Qualified Director has determined that the terms and conditions of the Conflicting Interest Transaction are appropriate for, are advisable, just, equitable, fair and reasonable to, the Company and are in the best interests of the Company and its stockholders, and the Qualified Director hereby approves and ratifies in all respects the Conflicting Interest Transaction, as approved by the Board above.

**FURTHER RESOLVED**, that after careful consideration, the Interested Directors have determined that the terms and conditions of the Conflicting Interest Transaction are appropriate for, are advisable, just, equitable, fair and reasonable to, the Company and are in the best interests of the Company and its stockholders, and the Interested Directors hereby approve and ratify in all respects the Conflicting Interest Transaction, as approved by the Board above.

***Miscellaneous***

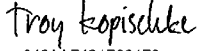
**RESOLVED**, that all of the acts or instruments of any officer of the Company, or persons acting at the direction of such officers, performed or executed on behalf of Company prior to the date of these resolutions that are consistent with the purpose and intent of the foregoing resolutions are hereby in all respects authorized, adopted, approved, ratified and confirmed in all respects.


**FURTHER RESOLVED**, that for the convenience, these written consent resolutions may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

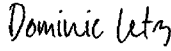
*[Signature page follows]*

**IN WITNESS WHEREOF**, the undersigned have executed these written consent resolutions effective as of the date and year first written above.

**DIRECTORS:**

DocuSigned by:  
  
048AAE13#E604F8...  
Troy Kopischke

DocuSigned by:  
  
5947F52B3D8B41C...  
Hans Rempel

DocuSigned by:  
  
BA7804FF8518471...  
Dominic Letz

*[Signature Page to Board Resolutions of Diode re Royalty Agreement]*

**Exhibit A**

**Royalty Agreement**

## ROYALTY AGREEMENT

This Royalty Agreement ("Agreement") is entered into as of December 31, 2021 ("Effective Date") by and between Diode ("Diode"), and Exosite LLC ("Exosite"). This Agreement replaces the License Agreement between Diode and Exosite dated as of October 1, 2019, as amended by the Amended and Restated License Agreement dated as of December 31, 2020 (the "Original Agreement"). The parties agree as follows:

1. Background. Exosite is, among other things, a developer of software and technologies for the Internet of Things ("IoT"), and developed certain technologies called The Diode Technologies (as defined below). Individuals who developed The Diode Technologies for Exosite formed Diode. Exosite desires to assign The Diode Technologies to Diode, and Diode desires to receive such assignment, subject to the terms and conditions of this Agreement.

2. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth below:

"Brand Technology" has the meaning given it on Appendix A.

"Know-How and Software Technology" has the meaning given it on Appendix A.

"Patent Technology" has the meaning given it on Appendix A.

"Revenue" means all proceeds or consideration that Diode receives attributable to the licensing, sale or other distribution of any part of The Diode Technologies.

"The Diode Technologies" means the Know-How and Software Technology, the Patent Technology, and the Brand Technology.

3. Assignment. Subject to the terms and conditions of this Agreement, effective as of the Effective Date, Exosite hereby assigns and transfers to Diode all rights, title, and interest in The Diode Technologies, together with the full and unrestricted right to use, develop, enhance, modify, improve, and assign, license or otherwise transfer the same, and to make, use, sell and lease any products incorporating The Diode Technologies, free and clear of all liens, security interests, or other encumbrances of any character whatsoever (collectively "Encumbrances"). The transfer hereunder includes all of Exosite's rights, title and interests in and to all patents, patent applications, patent rights, copyrights, copyright applications, trademarks, trademark applications, trade names, service marks, service mark applications, know-how, trade secrets, proprietary processes and formulae, similar statutory and common law protections which may apply to, or be applied for or granted with respect to, The Diode Technologies and all rights of priority and all rights and claims for past infringement thereof (collectively the "Intellectual Property Rights"). Exosite will execute promptly on request whatever documents Diode reasonably deems

necessary or desirable to carry out the provisions of this Section 3.

4. Patent Prosecution. Diode shall be responsible for, and shall bear the costs of, preparing, filing, prosecuting and maintaining any and all patent applications and patents included in the Patent Technology.

5. Royalty Fees. In exchange for the transfers by Exosite to Diode pursuant to Section 3 above, Diode shall pay Exosite a continuing royalty equal to 10% of Revenue ("Royalty Fees").

6. Payments; Reports. Royalty Fees are due on a calendar quarter basis, and must be paid within 45 days after the end of the calendar quarter during which the applicable royalties were earned. All royalty payments shall be accompanied by a report with the form and content requested by Exosite, which will allow Exosite to determine how applicable Revenue and royalties were calculated. Interest charges may be assessed by Exosite on any past due amounts, from the due date of payment until payment in full is received, at a rate of 1% per month, or the highest amount allowed by applicable law, whichever is less. Diode shall reimburse Exosite for any expenditures incurred by Exosite related to the collection of any past due amounts, including but not limited to attorney fees.

7. Records and Audit Rights. Diode shall keep records relating to all The Diode Technologies that Diode has used, copied, installed, distributed and/or licensed, and all other information relating to royalties or other payments due or which Diode must report to Exosite under this Agreement. These records must be sufficient to allow Exosite to verify compliance with Diode's obligations under this Agreement. Exosite has the right to verify compliance, at Exosite's expense, during the Term of this Agreement and for a period of four years thereafter. To do so, Exosite will engage an independent accountant which will be subject to a confidentiality obligation. Verification will take place with at least 10 days advance notice, during normal business hours and in a manner that does not interfere unreasonably with Diode's operations. If verification reveals lack of compliance with any reporting or payment obligation under this Agreement, Diode must promptly report and pay royalties sufficient to satisfy all those obligations. If a payment shortage of 5% or more is found, Diode must reimburse Exosite for the costs Exosite has incurred in verification and must report and pay for the necessary additional royalties. When Diode pays royalty amounts pursuant to this section it shall also pay interest on such amounts, from the date such royalties were originally due to the date they are actually paid, at a rate equal to 1% per month or the highest amount allowed by

applicable law, whichever is less. If Exosite undertakes verification and does not find material lack of compliance with reporting or payment, Exosite will not undertake another verification for at least one year. Exosite and its auditors will use any information obtained in connection with compliance verification only to enforce Exosite's rights and to determine whether Diode is in compliance with the provisions of this Agreement. By invoking the rights and procedures described in this section, Exosite does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.

8. Confidentiality. As used in this Agreement, "Confidential Information" means information marked or otherwise identified in writing by a party as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. It includes, but is not limited to non-public information regarding either party's products, business plans, marketing and promotions, and the terms of this Agreement. Neither party will use the other party's Confidential Information except to exercise its rights or perform its obligations under this Agreement. Neither party will disclose the other party's Confidential Information except to its employees, contractors or consultants who have a need to know it for such party to exercise its rights or perform its obligations under this Agreement. Confidential Information does not include information which the recipient can prove: (i) the recipient developed independently; (ii) the recipient knew before receiving it under this Agreement; or (iii) is received from another source or becomes publicly available other than by a breach of an obligation of confidentiality. For a period of five years after initial disclosure, neither party will use the other's Confidential Information without the other's written consent except in furtherance of this business relationship or as expressly permitted by this section, or disclose the other's Confidential Information except (i) to obtain advice from legal or financial consultants, or (ii) if compelled by law, in which case the party compelled to make the disclosure will use its best efforts to give the other party notice of the requirement so that the disclosure can be contested. Each party will take reasonable precautions to safeguard the other's Confidential Information, and such precautions will be at least as great as those such party takes to protect its own Confidential Information of like kind.

9. No Warranties. DIODE ACKNOWLEDGES AND AGREES THAT ITS FOUNDERS WERE THE MAIN CREATORS OF THE LICENSED TECHNOLOGY, AND HAVE AN INTIMATE UNDERSTANDING OF WHAT IT CONTAINS AND WHAT ITS CAPABILITIES ARE. ACCORDINGLY, THE DIODE TECHNOLOGIES ARE BEING ASSIGNED "AS IS" AND "WITH ALL FAULTS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. EXOSITE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OR INDEMNITIES, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

10. Limitation of Liability. DIODE AGREES THAT EXOSITE WILL NOT BE LIABLE FOR, AND EXPRESSLY DISCLAIMS, ALL LIABILITY FOR NON-CONTRACT CLAIMS, WHETHER BASED ON NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, INFRINGEMENT, STATUTORY VIOLATIONS, OR OTHERWISE. IN NO EVENT WILL EXOSITE BE LIABLE FOR SPECIAL, INCIDENTAL, CONTINGENT, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, INFRINGEMENT, STATUTORY VIOLATIONS, OR OTHERWISE), EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO EXOSITE IN ADVANCE OR COULD REASONABLY HAVE BEEN FORESEEN BY EXOSITE. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE, COST OF SUBSTITUTE PRODUCT, BUSINESS INTERRUPTION, LOSS OF DATA, WORK STOPPAGE, LOSS OF USE OF REVENUE, COST OF CAPITAL, OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT.

11. Indemnification. Diode shall defend, indemnify and hold harmless Exosite, Exosite's affiliates, and their respective members, shareholders, directors, officers, employees, and agents from any claims or expense of any nature (including but not limited to reasonable attorneys' fees) arising out of or relating to Diode's use of the The Diode Technologies, or Diode's actual or alleged breach of this Agreement.

12. Term and Termination. The "Term" of this Agreement shall begin on the Effective Date, and shall continue until this Agreement is terminated. Exosite may terminate its obligations under this Agreement at any time. Diode may terminate its obligations to pay Royalty Fees pursuant to this Agreement i) If at any time prior to December 31, 2023, Diode has paid or pre-paid Exosite aggregate Royalty Fees of \$3,000,000 or more, or ii) If at any time after December 31, 2023, Diode has paid or pre-paid Exosite aggregate Royalty Fees of \$15,000,000 or more. Upon termination of this Agreement by Diode pursuant to the preceding sentence, all of the provisions of this Agreement (other than Section 5) shall remain in full force and effect. Neither party shall be liable to the other for damages of any sort resulting solely from termination of this Agreement in accordance with its terms.

13. Injunctive Relief. Diode acknowledges and agrees that injury will result to Exosite if Diode breaches this Agreement. Therefore, Diode agrees that in the event of any such breach, Exosite shall be entitled to an injunction against Diode or any third party acting for or with Diode, in addition to any other rights or remedies available to Exosite. Diode agrees that Exosite shall be entitled to such injunctive relief without the necessity of posting a bond or, in the alternative, by posting the smallest bond or security allowed by applicable law.



14. Additional Undertakings. Promptly upon execution of this Agreement and from time to time thereafter as appropriate, Exosite will deliver to Diode all documentation in his possession embodying or relating to The Diode Technologies. Exosite also agrees to assist Diode in every legal way to evidence, record and perfect the assignment and transfer pursuant to Section 3 and to apply for and obtain recordation of and from time to time enforce, maintain and defend the assigned rights. If Diode is unable for any reason whatsoever to secure Exosite's signature to any document to which it is entitled under this Section 14, Exosite hereby irrevocably designates and appoints Diode and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Exosite, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Exosite. The parties agree to execute such additional documents, and to do all things, as may be necessary or desirable to effectuate the purposes of this Agreement.

15. Reassignment. If Diode does not engage in any material respect in any Business Activities (as defined below) for a period of twelve (12) consecutive months, then Diode will, upon the written request from Exosite (which request must specify in detail the nature of Diode's failure to engage in Business Activities), assign back to Exosite all of Diode's right, title and interest in and to The Diode Technologies (including without limitation patents and patent applications) (the "Reassignment"). The Reassignment is not intended to restrict Diode's ability to license or assign portions of The Diode Technologies or otherwise commercialize The Diode Technologies, and the Reassignment will only relate to Diode's right, title and interest in and to The Diode Technologies as of the date of the written request from Exosite for the Reassignment. For purposes of the foregoing, "Business Activities" means Diode's commercially reasonable efforts to design, develop, manufacture or have manufactured and market or otherwise commercialize, any product incorporating or using all or any of The Diode Technologies (a "Product"), and to raise funds as necessary to facilitate these efforts. Without limiting the generality of the foregoing, Diode will be deemed to be engaging in "Business Activities" if it is engaged in one or more of any of the following: (i) conducting design, research and development activities with respect to any Product and the Intellectual Property Rights, (ii) conducting market research for the potential sales of any Product, (iii) filing patent, trademark, copyright or service mark applications with any applicable governmental agencies with respect to any Product, (iv) developing marketing strategies for sale of any Product and (v) preparing documentation for further funding rounds, contacting potential investors and negotiating

Diode

By \_\_\_\_\_  
Hans Rempel, its CEO

with potential investors. In the event that it is determined that a Reassignment is to occur pursuant to this Section 15: (i) Diode will deliver to Exosite all documentation in its possession embodying or relating to The Diode Technologies; (ii) Diode will execute promptly on request whatever documents Exosite reasonably deems necessary or desirable to carry out the Reassignment; and (iii) Diode will assist Exosite in every legal way to evidence, record and perfect the Reassignment and to apply for and obtain recordation of and from time to time enforce, maintain and defend the reassigned rights. If Exosite is unable for any reason whatsoever to secure the signature of an appropriate representative of Diode to any document to which it is entitled in connection with a Reassignment, Diode hereby irrevocably designates and appoints Exosite as its agent and attorney-in-fact with full power of substitution to act for and on his behalf and instead of Diode in connection with the Reassignment, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Diode.

16. Miscellaneous. This Agreement is the complete and exclusive agreement and understanding between the parties concerning The Diode Technologies, and supersedes all previous or contemporaneous understandings, negotiations and proposals, whether oral or written (including the Original Agreement). Either party may assign this Agreement. This Agreement will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. If any part of this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if it did not contain such portion, and the rights and obligations of the parties shall be construed and enforced accordingly. No waiver, modification, amendment, consent or discharge in connection with this Agreement shall be binding upon either party unless in writing and signed by authorized representatives of the parties. Failure or delay on the part of any party to exercise any right, remedy, power or privilege hereunder will not operate as a waiver. This Agreement shall be construed and controlled by the laws of the State of Delaware, and each party further consents to exclusive jurisdiction and venue in the federal and state courts sitting in Delaware. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, including expert witness fees. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument. This Agreement may be executed electronically, or by electronic transmission of signature pages.

Exosite LLC

By \_\_\_\_\_  
Danny Cunagin, Director

## APPENDIX A

**“Know-How and Software Technology”** means:

All software (whether object code, including method object code, and/or source code, including application (GUI) or website source code) related to running, testing and developing the Diode network, and all test server contents and data.

Servers and related digital infrastructure set up for testing and running the Diode network and development tools.

All Diode software accounts, including but not limited to Bitbucket and Google Apps.

All research and documentation related to the Diode token and other economic topics.

All research and documentation related to entity formations.

All documents, spreadsheets, graphics presentations, emails and other information that relate to any of the foregoing, or to the Patent Technology.

**“Patent Technology”** means the inventions described and claimed in the following patents and patent application, and any continuations, continuation-in-parts, divisions, renewals, substitutes or reissues or reexaminations thereof, any application claiming priority to any of the following, or any legal equivalent of any of the following, in the U.S. or a foreign country:

BLOCKCHAIN SCALING METHOD AND BLOCKCHAIN SCALING APPARATUS

US Application: 16/357,568 03/19/2019 Provisional: 62/648,943 03/28/2018

APPARATUS AND METHOD FOR ESTABLISHING SECURED CONNECTION

US Application: 16/356,099 03/18/2019 Provisional: 62/648,413 03/27/2018

EU Application: EP19165455.7 03/27/2019

CN Application (申请号为): 201910239433.5 03/27/2019

Proof-Of-StakeWork

US Provisional: 62/832,894 04/12/2019

**“Brand Technology”** means:

All text and graphical content that serves as an identifier for the Diode brand, including logos, colors, taglines, and layouts.

All social media accounts and identities that contain the word Diode (including but not limited to Twitter, Youtube, Telegram, LinkedIn, Mailchimp).

All Internet domain names that contain the word Diode (such as “diode”, “diodenetwork” and “diodechain”) and whatever the domain (whether.io, .net, .com, .tech, etc.).

All content contained on the Diode website hosted at diode.io, and all draft content not yet posted.

Common law and federal trademark and service mark rights to the mark “Diode” (U.S. Ser. No. 88407450).

Common law and federal trademark and service mark rights to the mark “Diode Chain” (U.S. Ser. No. 88384478).

**Certificate Of Completion**

Envelope Id: 3592828EE05A4C399EDC0A0F14FCA652	Status: Completed
Subject: Please DocuSign: Board Consent Resolutions (Diode) - Exosite royalty agreement (8.16.22).pdf	
Source Envelope:	
Document Pages: 8	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bruce Machmeier
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2000 Market Street
	Philadelphia, PA 19103
	bmachmeier@foxrothschild.com
	IP Address: 163.116.133.121

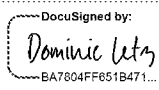
**Record Tracking**

Status: Original	Holder: Bruce Machmeier	Location: DocuSign
8/16/2022 2:54:34 PM	bmachmeier@foxrothschild.com	

**Signer Events**

Dominic Letz  
 dominic@diode.io  
 Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
  
 BA7604FF651B471...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 185.223.147.210

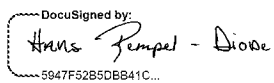
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 Signed: 8/18/2022 1:31:12 PM

**Electronic Record and Signature Disclosure:**

Accepted: 8/18/2022 1:26:50 PM  
 ID: 83c54a9b-57bc-408a-8b4f-6a2cde9fdbec  
 Company Name: Fox Rothschild LLP

Hans Rempel - Diode  
 hans@diode.io  
 Security Level: Email, Account Authentication (None)

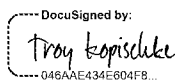
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 Signed using mobile

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 Signed: 8/17/2022 10:36:29 AM

**Electronic Record and Signature Disclosure:**

Accepted: 8/17/2022 10:32:39 AM  
 ID: 1038cd46-3278-485a-85cc-f93f4e6bdfe6  
 Company Name: Fox Rothschild LLP

Troy Kopischke  
 troykopischke@invenshure.com  
 Managing Partner  
 Invenshure Fund II, LP  
 Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
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**Electronic Record and Signature Disclosure:**

Accepted: 8/18/2022 12:15:11 PM  
 ID: 04b9e71e-3122-4989-89da-98593064a1d5  
 Company Name: Fox Rothschild LLP

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Deanna Counsell dcounsell@foxrothschild.com Fox Rothschild LLP Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 8/16/2022 2:56:37 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	8/16/2022 3:00:52 PM
Signing Complete	Security Checked	8/16/2022 3:01:13 PM
Completed	Security Checked	8/18/2022 1:31:12 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Screen Resolution:	800 x 600 minimum
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