

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7774205

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
KEVIN BRADY	01/17/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SQUARE SCRUB, L.L.C.
<b>Street Address:</b>	196 CR702
<b>City:</b>	JONESBORO
<b>State/Country:</b>	ARKANSAS
<b>Postal Code:</b>	72401
<b>PROPERTY NUMBERS Total: 3</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	11542986
<b>Patent Number:</b>	11174899
<b>Application Number:</b>	18149147
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	3034021600
<b>Email:</b>	docketing@bhgrlaw.com
<b>Correspondent Name:</b>	BERG HILL GREENLEAF RUSCITTI LLP
<b>Address Line 1:</b>	1712 PEARL STREET
<b>Address Line 4:</b>	BOULDER, COLORADO 80302
<b>ATTORNEY DOCKET NUMBER:</b>	21645.00122
<b>NAME OF SUBMITTER:</b>	DAVID S. KERR
<b>SIGNATURE:</b>	/David S. Kerr/
<b>DATE SIGNED:</b>	02/01/2023
<b>Total Attachments: 4</b>	
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source=Square Scrub - Inventions Assignment Agreement - K. Brady-3#page2.tif	
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## INVENTIONS ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by SQUARE SCRUB, L.L.C., an Arkansas limited liability company, and CLEAN SOLUTIONS, INC., an Arkansas corporation (collectively, the "Company"), and the compensation paid to me during my employment with the Company, I agree to the terms of this agreement (this "Agreement") as follows:

### 1. INVENTIONS.

**1.1 Definitions.** As used in this Agreement, the term "Invention" means any ideas, concepts, information, materials, processes, data, programs, know-how, improvements, discoveries, developments, designs, artwork, formulae, other copyrightable works, and techniques and all Intellectual Property Rights in any of the items listed above. The term "Intellectual Property Rights" means all trade secrets, copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country. The term "Moral Rights" means all attribution, paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

**1.2 Prior Inventions.** I have disclosed in Schedule 1.2 of Exhibit A a complete list of all Inventions that (a) I have, or I have caused to be, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of my employment by the Company; (b) in which I have an ownership interest or which I have a license to use; and (c) that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If no Prior Inventions are listed in Schedule 1.2 of Exhibit A or if I have not completed Schedule 1.2 of Exhibit A, I warrant that there are no Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, in any Company Inventions (defined below) any such Prior Inventions or any other Inventions that are not assigned to the Company ("Excluded Inventions") without the Company's prior written consent. If, in the course of my employment with the Company, I incorporate any Excluded Invention into a Company process, machine or other work, I hereby grant the Company a non-exclusive, perpetual, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Excluded Invention.

**1.3 Assignment of Company Inventions.** Subject to the subsection titled Government or Third Party, I hereby assign to the Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, created, reduced to practice, or learned by me, either alone or with others, prior to or during the period of my employment by the Company (whether made, conceived, created, reduced to practice, or learned by me before or after my execution of this Agreement or during regular working hours) and that directly or indirectly arise from or relate

to: (i) the Company's business, products or services; (ii) work performed for the Company by me or any other Company employee, agent or contractor; (iii) the use of the Company's property or time; or (iv) access to the Company's Confidential Information (such Inventions, whether assigned to the Company or to a third party as directed by the Company pursuant to the subsection titled Government or Third Party, are referred to in this Agreement as "Company Inventions"), including but not limited to those Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, created, reduced to practice, or learned by me, either alone or with others, prior to my employment by the Company and listed on Schedule 1.3 of Exhibit A. Any assignment of Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to the Company or any third-party assignee and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against the Company or any third party assignee of the Inventions or related to the Company's or such third party assignees customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Inventions (and any Intellectual Property Rights with respect thereto). It is my intent that the Company own all Company Inventions, and that, to the fullest extent permitted, all Company Inventions be and are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. §§ 101, et seq.), and that by virtue of this Agreement I automatically assign to the Company all right, title and interest in and to all Company Inventions and acknowledge that all original works of authorship that are made by me (solely or jointly with others), within the scope of my employment with the Company, and that are protectable by copyright, are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. §§ 101, et seq.).

**1.4 Government or Third Party.** I agree that, as directed by the Company, I will assign to a third party, including without limitation the United States, all my right, title, and interest in and to any particular Company Invention.

**1.5 Enforcement of Intellectual Property Rights and Assistance.** During and after the period of my employment, and at the Company's request and expense, I will assist the Company in every proper way, including consenting to and joining in any action to obtain and enforce United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in all countries. If the Company is unable to secure my signature on any document needed in connection with such purposes, I hereby irrevocably designate and appoint

the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act on my behalf to execute and file any such documents and to do all other lawfully permitted acts to further such purposes with the same legal force and effect as if executed by me.

2. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by the Company) of all Company Inventions made by me during the period of my employment by the Company, which records shall be available to, and remain the sole property of, the Company at all times.

3. **GENERAL PROVISIONS.**

3.1 **Governing Law and Venue.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Arkansas, without giving effect to any conflicts of laws principles that require the application of the law of a different state. I expressly consent to personal jurisdiction and venue in the state and federal courts for the county in which the Company's principal place of business is located for any lawsuit filed there against me by the Company arising from or related to this Agreement.

3.2 **Severability.** If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

3.3 **Survival.** This Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor or other assignee and shall be binding upon my heirs and legal representatives.

3.4 **Employment.** I agree and understand that nothing in this Agreement shall give me any right to continued employment by the Company, and it will not interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause, and with or without advance notice. For purposes of this Agreement, I understand and agree that the terms "*employment*" and "*employed*" shall mean and include, with respect to any entity, such as the Company, the provision of services by me to or for

that entity, whether as a director, officer, owner, employee, consultant, or independent contractor, and whether or not I am classified as an employee for federal or state tax or labor law purposes, and the term "*employer*" shall mean the entity for which any such services are provided in any such capacity.

3.5 **Notices.** Each party must deliver all notices or other communications required or permitted under this Agreement in writing to the other party by e-mail or by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally recognized express mail service. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each party may change its address for receipt of notice by giving notice of the change to the other party.

3.6 **Waiver.** Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of that provision or any other provision on any other occasion.

3.7 **Export.** I agree not to export, re-export, or transfer, directly or indirectly, any U.S. technical data acquired from the Company or any products utilizing such data, in violation of the United States export laws or regulations.

3.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. Signatures of the parties made or transmitted by electronic means shall be deemed to be their original signatures for all purposes.

3.9 **Entire Agreement.** This Agreement is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior communications between us with respect to such matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by me and the Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

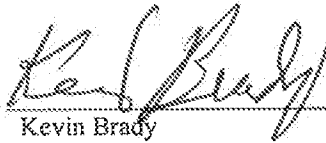
*[Remainder of Page Intentionally Left Blank. Signature Page Follows.]*

This Agreement shall be effective as of the first day of my employment with Company.

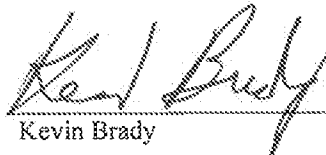
ACCEPTED AND AGREED

COMPANY:

SQUARE SCRUB, L.L.C.

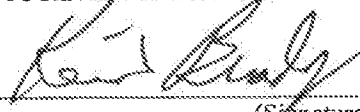
By:   
Name: Kevin Brady  
Title: Manager

CLEAN SOLUTIONS, INC.

By:   
Name: Kevin Brady  
Title: President

EMPLOYEE:

I HAVE READ, UNDERSTAND, AND ACCEPT THIS AGREEMENT AND HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH INDEPENDENT LEGAL COUNSEL.

  
(Signature)

\_\_\_\_\_  
Kevin Brady

01/13/2023  
Date

EXHIBIT A

INVENTIONS DISCLOSURE

Schedule 1.2 - Prior Inventions Disclosure. The following is a complete list of all Prior Inventions (as provided in Subsection 1.2 of the Inventions Assignment Agreement, defined herein as the "Agreement"):

- None
- See immediately below:

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Schedule 1.3 - Company Inventions. The following is a non-exclusive list of certain Inventions (as defined in Subsection 1.3 of the Agreement) made, conceived, created, reduced to practice, or learned by me, either alone or with others, prior to my employment by the Company and that are assigned by me to the Company pursuant to this Agreement.

- None
- See immediately below:

Title	Application Number	Patent Number	Filing Date	Issue Date	Status
Sealing System for Bearing Assembly for Floor Machine	17/038,634	11,174,899	9/30/2020	11/16/2021	Patented
Sealing System for Bearing Assembly for Floor Machine	17/526,532	11,542,986	11/15/2021	1/3/2023	Patented
Sealing System for Bearing Assembly for Floor Machine	18/149,147		1/2/2023		Pending