

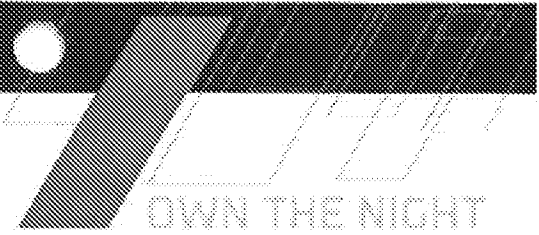
PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7793596

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN MAXEY	09/19/2017
RECEIVING PARTY DATA	
Name:	JST PERFORMANCE, LLC D/B/A RIGID INDUSTRIES
Street Address:	779 NORTH COLORADO STREET
City:	GILBERT
State/Country:	ARIZONA
Postal Code:	85233
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29662591
CORRESPONDENCE DATA	
Fax Number:	(216)241-0816
<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:	216-622-8844
Email:	ipdocket@calfee.com
Correspondent Name:	CALFEE, HALTER & GRISWOLD LLP
Address Line 1:	1405 E. 6TH STREET
Address Line 2:	THE CALFEE BUILDING
Address Line 4:	CLEVELAND, OHIO 44114
ATTORNEY DOCKET NUMBER:	33757.04028
NAME OF SUBMITTER:	SEAN T. MOORHEAD
SIGNATURE:	/Sean T. Moorhead/
DATE SIGNED:	02/13/2023
Total Attachments: 9	
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PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

In partial consideration and as a pre-condition of my employment by JST Performance, LLC, a Delaware limited liability company d/b/a Rigid Industries, together with any of its successors or assigns (collectively, the "Company"), I agree to the following:

1. Proprietary Information

(a) **Company Information.** I acknowledge and agree that during the term of my employment with the Company and thereafter I have not used and shall not use, except for the benefit of the Company, and have not disclosed and shall not disclose to any third party any Proprietary Information (as defined below) except as necessary to perform my responsibilities for the Company and in each case pursuant to confidentiality agreements at least as protective of such information as this Agreement. "Proprietary Information" means any information that the Company treats or considers as proprietary or confidential, including Inventions, Third Party Information, Records (as each such term is defined below), research plans and results, unreleased products and services, supplier lists, customer lists, prices, costs and other financial information, market analyses, technical notebooks, manuals and documentation, development plans, marketing and business plans, agreements with third parties, budgets, human resources data, information regarding the skills and compensation of Company employees and contractors, and other non-public information regarding the Company available to me or developed by me during the term of my employment with the Company. I further acknowledge that as between the Company and me all Proprietary Information, and all improvements or modifications thereto, is and shall be owned exclusively by the Company.

(b) **Former Employer Information.** I represent that my performance of all provisions of this Agreement has not and will not breach any agreement or other obligation to keep in confidence proprietary or confidential information known to me before or after the commencement of my employment with the Company. I have not and will not disclose to the Company, use in the performance of my work for the Company (including incorporating any Prior Inventions (as defined below) in any product, service or other offering of the Company), or induce the Company to use, any Inventions (as defined below), confidential or proprietary information, or other material belonging to any previous employer or to any other party in violation of any obligation of confidentiality to such party or in violation of such party's proprietary rights.

(c) **Third Party Information.** I understand that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information ("Third Party Information") and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party.

(d) **Unauthorized Use or Disclosure.** I shall promptly notify my supervisor or any officer of the Company if I learn of any possible unauthorized use or disclosure of Proprietary Information and shall cooperate fully with the Company to enforce its rights in such information.

2. Inventions

(a) **Definition of Inventions.** For purposes of this Agreement, "Inventions" means all inventions, methods, processes, works of authorship, ideas, concepts, know-how, trade secrets, discoveries, creations and other intellectual property, whether or not the foregoing are or may become patentable or registrable under copyright or similar laws, including: software (in any form including source code and object code), algorithms, application programming interfaces APIs, apparatus, circuit designs and assemblies, technical and business data, databases and data collections, designs, diagrams, documentation, Records, drawings, flow charts, formulae, gate arrays, materials, development plans, designs and brand elements, models, network configurations and architectures, photomasks, procedures, protocols, schematics, semiconductor devices, specifications, subroutines, techniques, test vectors, tools, user interfaces, developments and derivative works with respect to any of the foregoing, and any other forms of intellectual property or technology.

(b) **Assignment of Inventions.** I hereby assign to the Company, or its designee, all right, title and interest throughout the world in and to any and all Inventions that I conceive, make, or reduce to specific form, or have conceived, made, or reduced to specific form, either alone or jointly with others, during the period of my employment by the Company (collectively, "Employment Inventions"). Notwithstanding the foregoing, I understand that this agreement does not require assignment of any Invention to the extent the assignment of such Invention is prohibited under applicable law.

(c) **Disclosure of Inventions.** I will promptly disclose to the Company all Employment Inventions.

(d) **Certain Prior Inventions.** The term "Prior Inventions" shall mean any Inventions which I have, alone or jointly with others, conceived, developed or reduced to specific form or caused to be conceived, developed or reduced to specific form prior to the commencement of my employment with the Company. To preclude any possible uncertainty over whether an Invention is a Prior Invention or an Invention that is assigned to the Company under Section 2(b), I have set forth on Exhibit A a complete list of all Prior Inventions that I consider to be in whole or in part owned by me or by a third party and that I wish to clarify are not assigned to the Company under Section 2(b) of this Agreement. If full disclosure of any such Prior Invention on Exhibit A would cause me to violate any prior confidentiality agreement with a former employer or other third party, I understand that I am to describe such Prior Invention in Exhibit A at the most specific level possible without violating any such prior confidentiality agreement. Without limiting my obligations under Section 1(b) or the representations under Section 3, if I use or have used a Prior Invention in the course of my employment or incorporate or have incorporated a Prior Invention in any product, service or other offering of the Company, I hereby grant Company a non-exclusive, royalty-free, perpetual and irrevocable, worldwide license under any rights I have in such Prior Invention to make, have made, use, sell, offer to sell, import, reproduce, distribute, modify, display, perform, otherwise exploit and sublicense such Prior Invention (whether or not set forth on Exhibit A) for the purpose of developing, manufacturing,

marketing, selling, supporting, and distributing Company products, services, and other Company offerings worldwide either directly or through multiple tiers of distribution.

(e) **Records.** I agree to keep and maintain adequate and current written records with respect to all Employment Inventions ("Records"). The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times.

(t) **Assistance.** I agree to take all actions requested by the Company and to otherwise cooperate with and assist the Company or its designee as necessary to obtain, perfect and enforce the Company's rights in the Employment Inventions, including any proprietary rights relating thereto, in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of applications, specifications, oaths, assignments, recordations, and other instruments (collectively, "Instruments") which the Company shall deem necessary in order to apply for, obtain, perfect, maintain, enforce, license or transfer such rights and in order to assign and convey to the Company, its successors, assigns and designees the sole and exclusive right, title and interest in and to the Employment Inventions, including any proprietary rights relating thereto. I further agree that my obligation to cooperate with the Company and to execute Instruments as described in this section shall continue after the termination of my employment with the Company for any reason and that the Company shall compensate me at a reasonable rate for the time actually spent by me at the Company's request with respect to such cooperation after the termination of my employment. 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 for and in my behalf to execute and file any Instruments and to do all other lawfully permitted acts to further the application for, registration, prosecution, perfection, issuance, maintenance or transfer of patents, copyrights, and other proprietary rights with the same legal force and effect as if originally executed by me, which designation the Company shall exercise if the Company is unable because of my mental or physical incapacity, unavailability, or other reason to secure my signature on any instrument as described in this section. I hereby waive and irrevocably assign to the Company any and all claims which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company under this Agreement.

(g) **Works for Hire.** I acknowledge that all original works of authorship which have been or are made by me (solely or jointly with others) within the scope of my employment with the Company and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

3. **Representations and Covenants.** I represent and warrant that: (a) I am not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent me from fully performing my obligations under, this Agreement, including my obligation to assign all rights to all Employment Inventions to the Company pursuant to Section 2(b), and I shall not enter into any such agreement or obligation during the period of my employment by the Company; (b) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to me, involving my prior employment, my prior work for third parties as an independent contractor, or my use of any information or Inventions of any former employer or third party; and (c) the performance of my duties under this Agreement and my duties as an employee of the Company will not breach, or constitute a default under, any agreement to which I am bound, including

any agreement limiting the use or disclosure of proprietary information acquired prior to my employment with the Company.

4. **Company Documents.** I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, reproduce or deliver to any third party) any and all Proprietary Information, Inventions, and other documents or property, or reproductions of any of the foregoing that belong to the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. In the event of the termination of my employment with the Company for any reason, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit C.

5. **Notification to Other Parties.** In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer or other party for whom I work about my rights and obligations under this agreement.

6. **Additional Activities.** I agree that during the period of my employment by the Company I will not engage in any employment or business activity other than for the Company except as expressly set forth on Exhibit B or as may be provided in a written agreement between me and an authorized officer of the Company. I further agree that for the period of my employment by the Company and for one (1) year after the date of termination of my employment by the Company for any reason I will not solicit or otherwise induce any employee of the Company to leave the employ of the Company.

7. **Employment At Will.** Unless otherwise agreed to in writing by me and the Company, I understand and agree that my employment with the Company is at will. Accordingly, my employment can be terminated, without cause or notice, at my option or the Company's option. The at-will nature of my employment also means that I can be transferred or demoted, and my job title, compensation, benefits and other terms and conditions of employment can be reduced, without cause. I understand that the duration and other terms and conditions of my employment with the Company will be governed by this paragraph and that this paragraph constitutes the entire agreement, arrangement, and understanding between me and the Company on these subject matters and supersedes any prior or contemporaneous agreement, arrangement, and understanding on this subject matter. This at-will status of my employment relationship with the Company will remain in effect throughout my employment with the Company unless such status is modified by a written agreement signed by both an authorized officer of the Company and me which expressly alters such status.


8. **General Provisions.** The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the State of Arizona exclusive of its conflict of laws principles. This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. The provisions of this Agreement shall survive the termination of my employment with

PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT AGREEMENT (continued)

the Company for any reason and the assignment of this Agreement by the Company to any successor in interest or other assignee. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

The parties have executed this Agreement on the respective dates set forth below:

COMPANY


James Shaw

9/19/17
Date

Address:

779 North Colorado Street
Gilbert, Arizona 85233

EMPLOYEE


Steven Maxey

9/19/17
Date

Address:

250 E. Baylor Lane
Gilbert, AZ 85296

RIGID

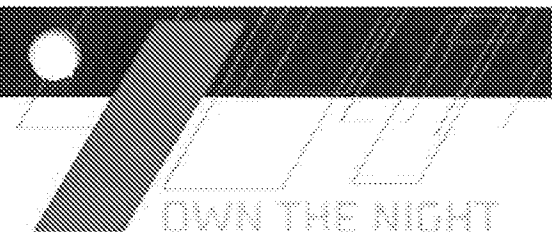
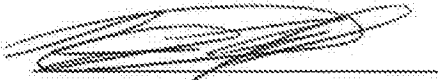


EXHIBIT A: PRIOR INVENTIONS

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• Misc. Suspension arms for Nissan/Infiniti cars.

☐ No Prior Inventions
☐ Additional Sheets Attached


Steven Maxey

7/19/16
date

RIGID

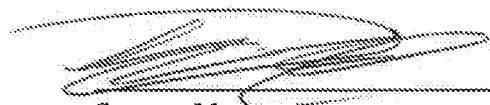
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EXHIBIT B: ADDITIONAL ACTIVITIES

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J, } K J_ Wio-1/ U/Pd) JVI AA'S C. C.I or- JIII'e ,b."
c. o b.....f). " i... d...e .
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D No Additional Activities

D Additional Sheets Attached


Steven Maxey

f/y/1-;t
Date

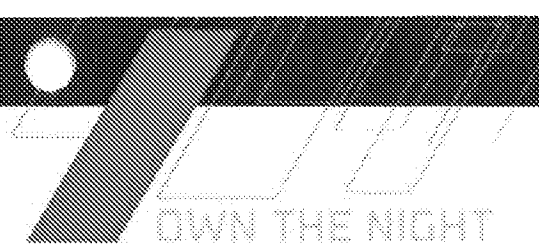


EXHIBIT B: TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any records, data, software, equipment, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, technical notebooks, charts, materials, products, other documents or property, or copies or reproductions of any of the foregoing items belonging to JST Performance, LLC d/b/a Rigid Industries, its subsidiaries, affiliates, successors, or assigns (collectively the "Company") or the Company's customers, suppliers or business partners.

I further certify that I have complied with all the terms of the Company's Proprietary Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein) covered by that agreement.

I further agree that, in compliance with the Proprietary Information and Invention Assignment Agreement, I will preserve as confidential all Proprietary Information (as defined therein) after the termination of my employment with the Company.

I further agree that, in compliance with the Proprietary Information and Invention Assignment Agreement, for one (1) year after the date of termination of my employment with the Company for any reason I will not solicit or otherwise induce any employee of the Company to leave the employ of the Company.

Steven Maxey

Date



OWN THE NIGHT

EXHIBIT B: TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any records, data, software, equipment, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, technical notebooks, charts, materials, products, other documents or property, or copies or reproductions of any of the foregoing items belonging to JST Performance, LLC d/b/a Rigid Industries, its subsidiaries, affiliates, successors, or assigns (collectively the "Company") or the Company's customers, suppliers or business partners.

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Steven Maxey

7/13/2020
Date