

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7797739

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BRENT A. GREGORY	10/23/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	CREATIVE POWER SOLUTIONS (USA) INC.
<b>Street Address:</b>	11010 N. SAGUARO BOULEVARD
<b>Internal Address:</b>	SUITE 206
<b>City:</b>	FOUNTAIN HILLS
<b>State/Country:</b>	ARIZONA
<b>Postal Code:</b>	85268-5562
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	9181812
<b>Patent Number:</b>	8739511
<b>Patent Number:</b>	9052114
<b>Patent Number:</b>	9091446
<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>Email:</b>	ipinbox@messner.com, amullarkey@messner.com
<b>Correspondent Name:</b>	MESSNER REEVES LLP
<b>Address Line 1:</b>	7250 N. 16TH STREET, SUITE 410
<b>Address Line 4:</b>	PHOENIX, ARIZONA 85020
<b>ATTORNEY DOCKET NUMBER:</b>	14926.0002
<b>NAME OF SUBMITTER:</b>	ANN MULLARKEY
<b>SIGNATURE:</b>	/Ann Mullarkey/
<b>DATE SIGNED:</b>	02/15/2023
<b>Total Attachments: 10</b>	
source=NDA.BAG.2008_Signed#page1.tif	
source=NDA.BAG.2008_Signed#page2.tif	

source=NDA.BAG.2008\_Signed#page3.tif  
source=NDA.BAG.2008\_Signed#page4.tif  
source=NDA.BAG.2008\_Signed#page5.tif  
source=NDA.BAG.2008\_Signed#page6.tif  
source=NDA.BAG.2008\_Signed#page7.tif  
source=NDA.BAG.2008\_Signed#page8.tif  
source=NDA.BAG.2008\_Signed#page9.tif  
source=NDA.BAG.2008\_Signed#page10.tif

**EMPLOYEE CONFIDENTIALITY, WORK PRODUCT ASSIGNMENT,  
NONCOMPETITION and NON-SOLICITATION AGREEMENT**

This Agreement ("Agreement") is made and entered into effective this 23 day of October, 2008 ("Effective Date") by and between Creative Power Solutions (USA) Inc., a corporation organized under the laws of Arizona having a principal place of business at 11010 N. Saguaro Boulevard, Suite 206, Fountain Hills, Arizona 85268-5562 (hereinafter "Company") and Ben & Gregory an individual residing at 11983 N. 136<sup>th</sup> Way, 85259 (herein after "Employee", "I", "Myself" and other first person designations).

As a condition of Employee's employment with Company, including its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of Employee's past and present employment by the Company, and additional consideration in the amount of one (\$1) dollar, the receipt and sufficiency of which is hereby acknowledged. Employee agrees to the following:

**I. CONFIDENTIALITY/NON-DISCLOSURE**

1. "Confidential Information" shall mean, whether or not in writing, any and all information related to the actual or anticipated business, technical, financial or strategic affairs of the Company which has not been made available to the general public. Confidential Information includes, but is not limited to: any and all Company proprietary information including concepts, inventions, innovations, discoveries, improvements, research and development, designs, test results, pricing, economic information, specifications, data, knowledge, know-how, trade secrets, business plans, marketing plans, sources of leads, methods of doing business, strategies, forecasts, work product, operational information, training manuals, correspondence, e-mail, electronic media, records, ideas, engineering, notes, documents, software, contracts, and catalogues; product/service sales and purchase history, pricing and mark-up pricings of products/services offered for sale by the Company; terms and conditions of contracts (including the existence of contracts) with suppliers, vendors, independent contractors and other third-parties that conduct business with the Company; information concerning the business relationship between the Company and its customers; the identity of the Company customers and customer lists, and the specialized needs of these customers; the names and contact information of any third-parties introduced or revealed by the Company to Employee, including but not limited to, investors, borrowers, lenders, agents, brokers, banks, lending corporations, individuals, associates, corporations, joint ventures, and partnerships ("Contacts"); information concerning prospects, suppliers, vendors, independent contractors and other third-parties (including their identities); information regarding the Company's financial condition, the Company's organizational structure; the salaries and qualifications of personnel

of the Company; and all other information of any nature and in any form that is deemed to be a proprietary asset of the Company that has been disclosed to Employee by the Company, made known to Employee by the Company, created or generated by the Employee as a consequence of or through his/her association with the Company, which information is not generally known by the public about the Company.

2. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence in a fiduciary capacity for the sole benefit of the Company, all Confidential Information and, except as authorized by the Company in writing, shall take all reasonable and necessary steps and exert best commercial efforts to **NOT**, at any time, either during the term of this Agreement or after its termination:

- i) disclose, communicate or induce the communication to any third party any Confidential Information;
- ii) use or induce the use of the Confidential Information in any manner except for the benefit of the Company and to fulfill my employment obligations;
- iii) use or induce the use of any Confidential Information for my own benefit or the benefit of third parties;
- iv) use or induce the use of any Confidential Information to the detriment of the Company or misuse the Confidential Information in any way.

3. I understand that I shall not be required to maintain the Confidential Information confidential if it: (i) now, or later becomes, through no act or failure to act on my part, generally known or available to the public (ii) is later rightfully furnished to me by a third party without restriction as to use or disclosure; (iii) was in the public domain before being disclosed to me by Company; and (iv) is required to be disclosed pursuant to law, provided that I use reasonable efforts to give the Company reasonable notice of such required disclosure. In the event that the Confidential Information was known to, acquired by, or developed by me prior to the Company's disclosure, I agree to provide documentary evidence of such prior knowledge, acquisition, or development to the Company within ten (10) working days of the disclosure.

4. I understand that under no circumstances shall I remove from the Company's office(s) any of the Company's Confidential Information, books, records, documents, software, hardware, customer lists or any copies of such without the express written permission of the Company nor shall I make any copies of such Confidential Information, books, records, documents, software,

hardware, customer lists for use outside of the Company's office(s) except as specifically authorized in writing by the Company.

5. Immediately upon request by the Company, or termination or expiration of my employment with the Company, I will promptly turn over to the Company any and all tangible evidence of the Confidential Information in my possession and all other Company property, including but not limited to, any and all originals, copies, or extracts of files (including electronic files), all records, data, memoranda, models, notes, notebooks, reports, manuals, drawings, sketches, blue prints, prototypes, letters, lists, equipment, computer software, computer hardware, schematics, keys, pagers, telephones, credit cards, security cards, or any and all other written, photographic, magnetic, tangible or other technology comprising, containing, embodying, or relating to the Confidential Information.

6. I acknowledge and agree that all Confidential Information is and shall be the sole and exclusive property of the Company and that any and all information developed or acquired, or works created, or inventions, improvements, developments, processes or methods, extensions, copyrightable works, confidential ideas, discoveries, improvements, advancements and trade secrets that may be made, conceived, invented, acquired or suggested by the parties, whether jointly or independently, whether or not protected by patent, trademark, copyright or trade secrets, which is a result, either directly or indirectly, of disclosure of the Confidential Information to me, shall be the sole and exclusive property of the Company. I further understand and agree that any and all Confidential Information and other materials or information which I otherwise develop or create as a consequence of or through my employment with the Company ("Work Product" as hereinafter defined) shall be the sole and exclusive property of the Company.

7. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

## **II. ASSIGNMENT OF WORK PRODUCT**

1. **Original Development.** I represent and warrant to the Company that all work that I perform for or on behalf of the Company, and all work product that I produce in such capacity, including but not limited to software, documentation, memoranda, ideas, designs, inventions, processes lesson plans, algorithms, etc. ("Work Product"), will not knowingly infringe upon or violate any patent, copyright, trade secret, or other property right of any of my former

employers or of any other third-party. I agree not to disclose to the Company, or use in any Work Product, any confidential or proprietary information belonging to others unless both the owner thereof and the Company have consented in writing.

2. **Disclosure.** I will promptly disclose to the Company all Work Product developed by me within the scope of my employment with the Company or which relates directly to, or involves the use of, any Confidential Information, including but not limited to all software, concepts, ideas and designs, and all documentation, manuals, letters, pamphlets, drafts, memoranda and other writings or tangible things of any kind. I will not disclose them to anyone other than authorized Company personnel.

3. **Copyright Ownership.** I acknowledge and agree that all subject matter that is prepared by me (solely or jointly with others), including Work Product, within the scope of my employment and which is protectable by copyright is being created at the instance of the Company and is a "work made for hire," as that term is defined in the United States Copyright Act (17 USCA, Section 101) and, by virtue of this writing, is the sole property of the Company free and clear from all claims of any nature relating to my contributions and other efforts, including the right to copyright same in the name of the Company as author and proprietor thereof and any termination rights thereto. I understand and agree that the Company owns all right, title and interest in the aforementioned subject matter and has the right to register such copyrights in the United States of America and all foreign countries thereto. In the event that the subject matter is determined not to be a work made for hire, and/or there are any rights which do not accrue to the Company as a work made for hire, this Agreement shall operate as an irrevocable grant, transfer, and assignment to the Company of all right, title and interest, including all copyrights in the subject matter, in any media and for any purpose, to the Company including all rights of renewals and extensions.

4. **Moral Rights.** I agree to waive any and all "moral rights" which I may have to any Work Product and to assign all such "moral rights" to the Company. "Moral Rights" means any right to claim authorship of any Work Product or withdraw from circulation or control the publication or distribution of any creative work, and any similar right, existing under judicial or statutory law of any country in the world, or any treaty, regardless of whether or not such right is dominated or generally referred to as "moral right."

5. **Assignment.** I hereby assign to the Company all of my other rights, title and interest, including the goodwill associated therewith (including but not limited to all patent, copyright, trade secret, and other intellectual property rights) in and to all Work Product and/or other subject matter prepared by me, whether patentable or not, made or conceived in whole or in part by me within the scope of my employment by the Company, or that relates directly to, or involve the use

of Confidential Information, Work Product, or any other subject matter prepared, developed or generated by me.

6. **Documents.** I will execute all documents reasonably requested by the Company to further evidence the foregoing assignment and to provide all reasonable assistance to the Company (at the Company's expense) in perfecting or protecting any or all of the Company's rights in the Confidential Information and/or Work Product.

7. **Pre-existing Inventions Not Assigned.** I represent that I have indicated on Exhibit A, attached hereto and incorporated by this reference, all inventions, expression of ideas or other Work Product related to the Company's business and created prior to my employment by the Company in which I have right, title or interest that I do **NOT** assign to the Company. If I do not have any such inventions, expressions of ideas, or work product to indicate, I will write "none" on Exhibit A. I will not assert any rights under any inventions as having been made or acquired by me prior to my being employed by the Company, unless such inventions are identified on Exhibit A.

### **III COVENANT NOT TO COMPETE AND NON-SOLICITATION**

1. **Acknowledgments.** The Company is a research and development engineering group that specializes in combustion and provides services and solutions energy providers. I acknowledge that: (a) all Confidential Information is and shall be the sole and exclusive property of the Company and constitutes unique and special property of the Company; (b) the Company has a legitimate business interest in protecting its Confidential Information; (c) the Company's services and products, as well as the creative processes used to develop the Company's services and products are unique and specialized items; (d) the Company's services and products are tailored to the needs of its markets, customers and potential customers; (e) the Company has a proprietary interest in its Confidential Information including the identity of its customers and customer lists and the documents and information regarding pricing, costs and Company operations; (f) that during the course of my employment, customers of the Company will develop a trust in my ability to fully service their specialized needs and I acknowledge that this trust and the relations developed therein is a valuable Company asset which constitutes a protectable interest thereof; (g) the compilation of information regarding the Company's customers and prospective customers, and the particular needs of the its customers and prospective customers are not generally known in the industry; (h) the Confidential Information constitutes valuable trade secrets of the Company that, if disclosed, would cause considerable harm to the Company; (i) the Confidential Information, together with all other documents, information and materials regarding the Company's methods of sales, pricing, costs, marketing, processes and development are highly confidential; (j) the Company has spent a substantial

amount of money, time and effort in the development of the Confidential Information; (k) I am aware that the Confidential Information is not generally known within the industry or to the general public and it designed to give and does give the Company a competitive edge over others in its industry and, as such, has independent economic value; (l) the Company has and will spend a substantial amount of money, time and effort in the development of relationships with its customers; (n) the Company would suffer irreparable injury if I compete with the Company; and (o) my employment by the Company and the compensation paid to me by it are at least in part dependent upon earnings or profits which accrue to the Company through its ownership of the Confidential Information.

2. **Restrictive Covenants.** I recognize that the Company has a legitimate business interest in protecting its relationship with customers and potential customers. I further recognize, in my capacity as an employee of the Company, I will have substantial contact with the Confidential Information, proprietary assets and trade secrets belonging to the Company, and despite the confidentiality and other restrictions of this Agreement, given the nature of the Confidential Information, it is likely that such information would inevitably be used or revealed, either directly or indirectly, in any subsequent employment with a competitor of the Company in any position comparable to the employment position I currently hold with the Company. In consideration of the valuable benefits received in connection with my employment with the Company, and for other good and valuable consideration, the receipt of which is hereby acknowledged:

(a) I agree and covenant that for a period of one (1) year following the termination of my employment, with or without cause, with or without notice, by either party, I will not directly or indirectly as an employee, consultant, investor, owner, agent, partner, director or representative, associate myself with any other entity for which the rendering of combustion related engineering solutions and services to energy providers accounts for more than fifty percent (50%) of total annual sales revenue. I specifically agree not to compete with the Company for any clients I called on for the Company in the development, production or sale of any product or service for which I was involved while employed by the Company. I understand that the Company does and its competitors do render their services throughout Maricopa County and I therefore specifically consent to the restrictions of this Section III 2(a) hereof being within the city of Phoenix, Arizona, and that more narrow geographical limitations of any nature on this non-competition covenant are therefore not appropriate. I do not believe said restrictions to be an unreasonable restraint on any future employment by me. I understand and agree that this covenant not to compete is necessary to provide the Company with protection for its aforesaid Confidential Information which it now has or may acquire during my term of employment.



(b) I agree that the relevant public policy aspects of non-compete covenants have been discussed fully with the Company and that every effort has been made to limit the restrictions placed upon me to those that are reasonable and necessary to protect the Company's legitimate interest. I acknowledge that, based upon my education, experience, and training, this non-compete provision will not prevent me from earning a livelihood and supporting myself and my family during the relevant time period. I further acknowledge that my ability to earn a livelihood without violating such restrictions is a material condition to my employment with the Company.

(c) I acknowledge that for the non-competition period of one (1) year following my termination from the Company, I am prepared for the possibility that my standard of living may be reduced and I fully accept any risk associated therewith.

(d) If any restriction set forth in this Section III is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or geographic area, it shall be interpreted to extend over the maximum period of time, range of activities or geographical areas as to such may be enforceable.

(e) I agree and covenant that for a period of two (2) years following the termination of my employment, with or without cause, with or without notice, by either party, I will not directly or indirectly, either for myself or any other person or entity, recruit, solicit, encourage, induce or attempt to induce any employee or employees of the Company or its affiliates to terminate their employment with or otherwise cease their relationship with the Company or its affiliates.

(f) I further agree and covenant that for a period of two (2) years following the termination of my employment, with or without cause, with or without notice, by either party, I will not directly or indirectly, either for myself or any other person or entity, call on, solicit or induce any actual or targeted prospective customers or clients of the Company in an attempt to have them cease to do business or to reduce the amount of business which any such customer has customarily done or actively contemplates doing with the Company.

(g) I agree that in view of the irreparable injury to the Company resulting from a breach or threat of breach of any of the covenants set forth in this Section, the Company's remedy at law will be inadequate, and that the Company, shall be entitled to an injunction which may, among other things, restrain me from rendering any service that would breach this Agreement. The election of anyone or more remedies by the Company shall not constitute a waiver of the right to pursue other available remedies. In the event that it is necessary for injunctive relief, and Company is successful, the duration of the

restrictive covenant(s) shall be computed from the date such relief is granted, reduced by the time period between termination of my employment, by either party, with or without cause, with or without notice, and the date of the first violation of the covenant by me.

#### IV. MISCELLANEOUS PROVISIONS

1. Notification of New Employer. In the event that I leave the employ of the Company, I hereby grant consent to notification by the Company to my new employer about my rights and obligations under this Agreement.

2. Representations. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

3. Employee to Devote Full Time to Company. The Employee will devote his full time, attention, and energies to the business of the Company, and, during this employment, will not engage in any other business activity, regardless of whether such activity is pursued for profit, gain, or other pecuniary advantage unless explicitly approved in writing by Company. Employee is not prohibited from making personal investments in any other businesses provided those investments do not require active involvement in the operation of said companies. Employee shall actively comply with and support all Company rules and regulations.

4. Arbitration.

(a) Except as provided in Section 3(c) below, the Company and I agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof, shall be settled by binding arbitration unless otherwise required by law, to be held in Arizona in accordance with the Federal Arbitration Act and the National Rules for the Resolution of Employment Disputes then in effect of the American Arbitration Association (the "Rules"). The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

(b) The arbitrator(s) shall apply Arizona law to the merits of any dispute or claim, without reference to rules of conflicts of law. I hereby consent to the personal jurisdiction of the state and federal courts located in Arizona for any

action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants.

(c) The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgement of the powers of the arbitrator. I agree not to oppose the granting of such relief, and to waive any requirement for the securing or the posting of any bond in connection with such remedy; provided that if such waiver is found to be invalid, I agree that a bond in the amount of \$10,000.00 is adequate. In addition, I agree that the prevailing party in any arbitration to enforce this Agreement shall be entitled to recover its costs, including arbitration fees and arbitrated compensation, together with its reasonable attorneys' fees as par of the arbitrator's decision.

(d) I HAVE READ AND UNDERSTAND THIS SECTION 4, WHICH DISCUSSES ARBITRATION. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I AGREE, EXCEPT AS PROVIDED IN SECTION 4(c), TO SUBMIT ANY CLAIMS ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT, OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE, BREACH OR TERMINATION THEREOF TO BINDING ARBITRATION, UNLESS OTHERWISE REQUIRED BY LAW AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF MY RIGHT TO A JURY TRIAL AND RELATES TO THE RESOLUTION OF ALL DISPUTES RELATING TO ALL ASPECTS OF MY RELATIONSHIP WITH THE COMPANY.

\_\_\_\_\_  
Initials

5. **Governing Law.** This Agreement will be governed by the laws of the State of Arizona as though this Agreement was made and to be fully performed with the State of Arizona.

6. **Entire Agreement.** 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 of 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. I understand that nothing in this Agreement modifies my at-will status. Either the Company or I can terminate the employment relationship at any time, with or without cause.

7. **Severability.** 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. I agree that the existence of any claim or cause of action I have

against the Company, whether predicated upon this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the restrictive covenants contained in this Agreement.

8. **Successors and Assigns.** 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.

9. **Review By Counsel.** I acknowledge that the Company has not forced, threatened, or by any means intimidated me to sign this Agreement and that I have been advised by the Company to contact an attorney of my choice to review this Agreement prior to my signing.

10. **Attorney's Fees.** In the event any controversy, dispute or claim is adjudicated between the parties regarding this Agreement, it is agreed that the prevailing party shall be entitled to receive its costs, expert witness fees, and reasonable attorney's fees, including costs and fees on appeal.

11. **Survival.** The provisions in this Agreement that contemplate obligations on my part after I am no longer employed by the Company shall survive the cessation of my employment with the Company.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed in duplicate as of the respective date(s) set forth below to commence as of the Effective Date above.

**COMPANY**  
Creative Power Solutions (USA), Inc.

By: Maria R. Gregory  
Title: Director

**EMPLOYEE**  
[name]

Signature: [Signature]  
Name: Paul A. Gregory