

<b>PATENT ASSIGNMENT COVER SHEET</b>
--------------------------------------

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7950976

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ANDREW RUDOLPH HEYD	10/05/2017
BRENDEN MICHAEL RUST	10/05/2017
SUMIT PURI	10/06/2017
BRYAN SCHRAMM	12/27/2018
JASON BREAKSTONE	05/13/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	LIQID INC.
<b>Street Address:</b>	329 INTERLOCKEN PARKWAY, SUITE 200
<b>City:</b>	BROOMFIELD
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80021
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17151800
<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>	7205622280
<b>Email:</b>	melissa@setterroche.com
<b>Correspondent Name:</b>	SETTER ROCHE SMITH & SHELLENBERGER LLP
<b>Address Line 1:</b>	1860 BLAKE STREET, STE. 500
<b>Address Line 4:</b>	DENVER, COLORADO 80202
<b>ATTORNEY DOCKET NUMBER:</b>	835.0044C1
<b>NAME OF SUBMITTER:</b>	MELISSA EICHTEN
<b>SIGNATURE:</b>	/Melissa Eichten/
<b>DATE SIGNED:</b>	05/12/2023
<b>Total Attachments: 11</b>	
source=Fully Executed Assignment#page1.tif	

source=Fully Executed Assignment#page2.tif  
source=Fully Executed Assignment#page3.tif  
source=Fully Executed Assignment#page4.tif  
source=Fully Executed Assignment#page5.tif  
source=Fully Executed Assignment#page6.tif  
source=Fully Executed Assignment#page7.tif  
source=Fully Executed Assignment#page8.tif  
source=Fully Executed Assignment#page9.tif  
source=Fully Executed Assignment#page10.tif  
source=Fully Executed Assignment#page11.tif

**ASSIGNMENT**

WHEREAS, the following parties:

<u>Name</u>	<u>Location</u>
Andrew Rudolph Heyd	Longmont, CO
Brenden Michael Rust	Loveland, CO
Jason Breakstone	Broomfield, CO
Sumit Puri	Calabasas, CA

hereinafter referred to as ASSIGNORS, have jointly invented certain new and useful improvements (“invention(s)”) as described and set forth in the below-identified patent applications (where applicable):

Utility application for United States Letters Patent entitled “Modular Carrier Form Factors For Computing Platforms,” filed with the U.S. Patent and Trademark Office (USPTO) on October 6, 2017, and assigned Application No. 15/727,228, and

(WHERE APPLICABLE) U.S. Provisional application entitled “\_\_\_\_\_,” filed with the USPTO on \_\_\_\_\_, and assigned Application No. \_\_\_\_\_.

WHEREAS, Liquid Inc., 1408 Horizon Avenue, Unit 204, Lafayette, CO 80026, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNORS’ interest in and to said invention(s), and said utility application, said provisional application (where applicable), and any U.S. and foreign patents which are related to the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNORS, ASSIGNORS have sold, assigned and transferred and do hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE’S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and said provisional application (where applicable) and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said inventions, including all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said inventions(s), said utility application, and said provisional application (where applicable) for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNORS authorize ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said Inventions, without further authorization from ASSIGNORS, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNORS hereby consent that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said Inventions, said utility application, or said provisional application (where applicable) and to claim the aforesaid benefit of the right of priority.

ASSIGNORS request that any and all patents for said inventions be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

ASSIGNORS authorize ASSIGNEE or its agents to insert, on ASSIGNORS' behalf, the filing date and/or application number above pertaining to the utility application and/or the provisional application (where applicable), if not known as of the date of execution of this document.

This Assignment may be executed in counterparts.

Assignors:

Andrew Rudolph Heyd Date: 10/5/2017  
Andrew Rudolph Heyd

Brenden Michael Rust Date: 10/5/2017  
Brenden Michael Rust

\_\_\_\_\_  
Jason Breakstone

Sumit Puri Date: 10/6/2017  
Sumit Puri

**ASSIGNMENT**

WHEREAS, the following party:

<u>Name</u>	<u>Location</u>
Bryan Schramm	Broomfield, CO

hereinafter referred to as ASSIGNOR, has invented certain new and useful improvements (“invention(s)”) as described and set forth in the below-identified patent applications (where applicable):

Utility application for United States Letters Patent entitled “Modular Carrier Form Factors For Computing Platforms,” filed with the U.S. Patent and Trademark Office (USPTO) on October 6, 2017, and assigned Application No. 15/727,228, and

(WHERE APPLICABLE) U.S. Provisional application entitled “\_\_\_\_\_,” filed with the USPTO on \_\_\_\_\_, and assigned Application No. \_\_\_\_\_.

WHEREAS, Liquid Inc., 329 Interlocken Parkway, Suite 200, Broomfield, CO 80021, hereinafter referred to as ASSIGNEE, is desirous of acquiring ASSIGNOR’S interest in and to said invention(s), and said utility application, said provisional application (where applicable), and any U.S. and foreign patents which are related to the same.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by ASSIGNOR, ASSIGNOR has sold, assigned and transferred and does hereby sell, assign and transfer unto ASSIGNEE, and ASSIGNEE’S successors and assigns, (a) the entire right, title and interest, for the United States of America, in and to said invention(s), said utility application, and said provisional application (where applicable) and all the rights and privileges in any application and under any and all patents that may be granted in the U.S. for said invention(s), including all corresponding provisional, continuation, continuation-in-part, divisional, reissue, and reexamination applications; and (b) the entire right, title and interest in and to said invention(s), said utility application, and said provisional application (where applicable) for all countries foreign to the U.S., including all rights of priority arising from them, and all the rights and privileges under any and all forms of protection, including patents, that may be granted in said countries foreign to the U.S. for them.

ASSIGNOR authorizes ASSIGNEE to make application for such protection in its own name and maintain such protection in any and all countries foreign to the U.S., and to invoke and claim for any application for patent or other form of protection for said invention(s), without further authorization from ASSIGNOR, any and all benefits, including the right of priority provided by any and all treaties, conventions, or agreements.

ASSIGNOR hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any document which may be required in any country in proof of the right of ASSIGNEE to apply for patent or other form of protection for said invention(s), said utility application, or said provisional application (where applicable) and to claim the aforesaid benefit of the right of priority.

ASSIGNOR requests that any and all patents for said invention(s) be issued to ASSIGNEE in the U.S. and to ASSIGNEE in all countries foreign to the U.S., or to such nominee as ASSIGNEE may designate.

This Assignment may be executed in counterparts.

Assignor:

*Bryan Schramm*

\_\_\_\_\_  
Bryan Schramm

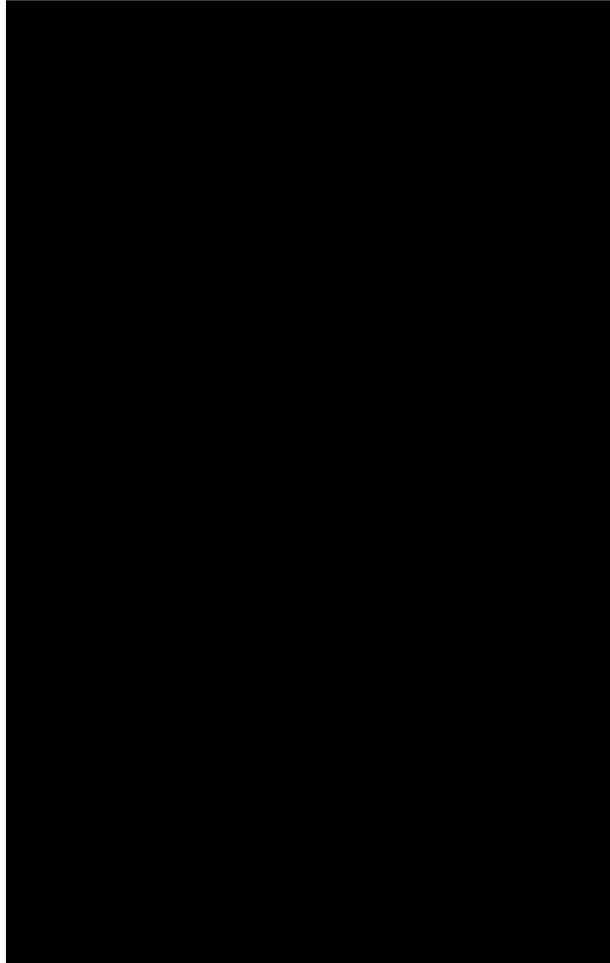
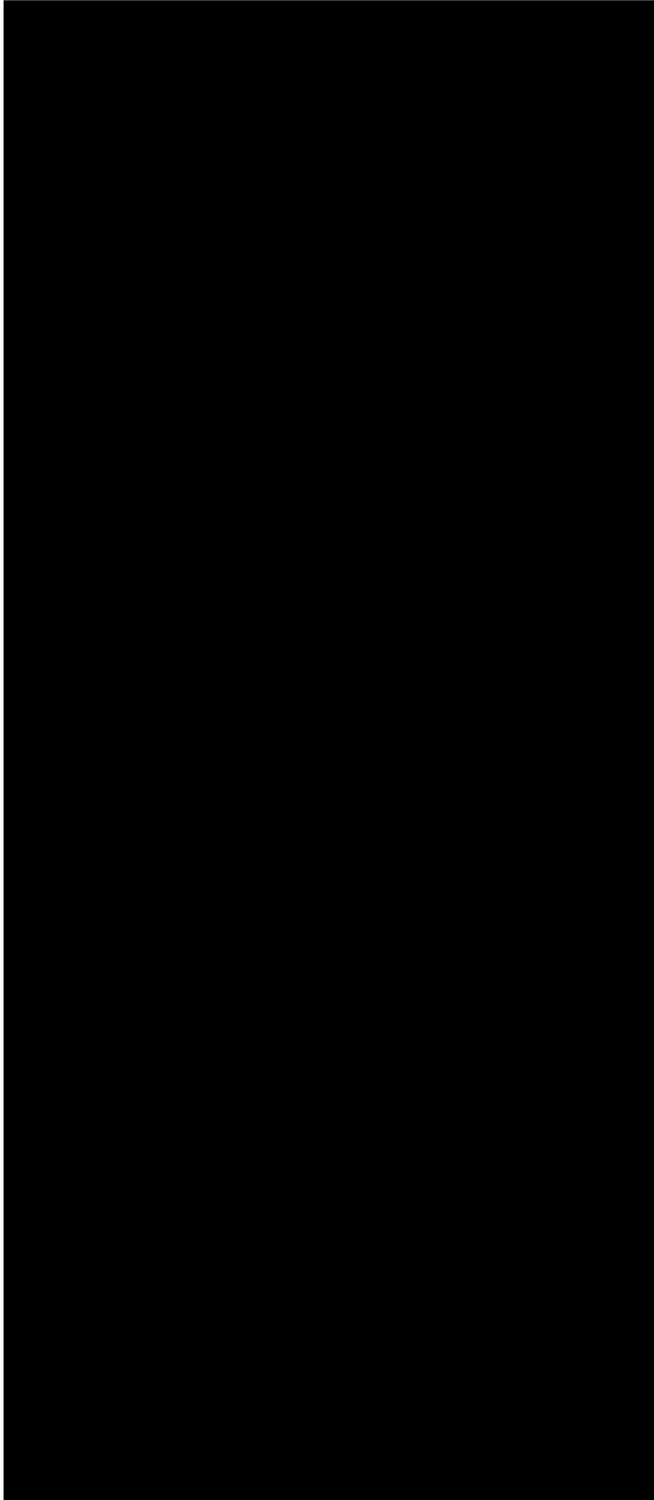
Date: 12/27/2018



EXHIBIT 4

**EMPLOYEE PROPRIETARY INFORMATION  
AND INVENTIONS AGREEMENT**

In consideration of my employment or continued employment by **Liquid Inc.**, a Delaware corporation, and its successors or assigns ("**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:



**2. ASSIGNMENT OF INVENTIONS.**

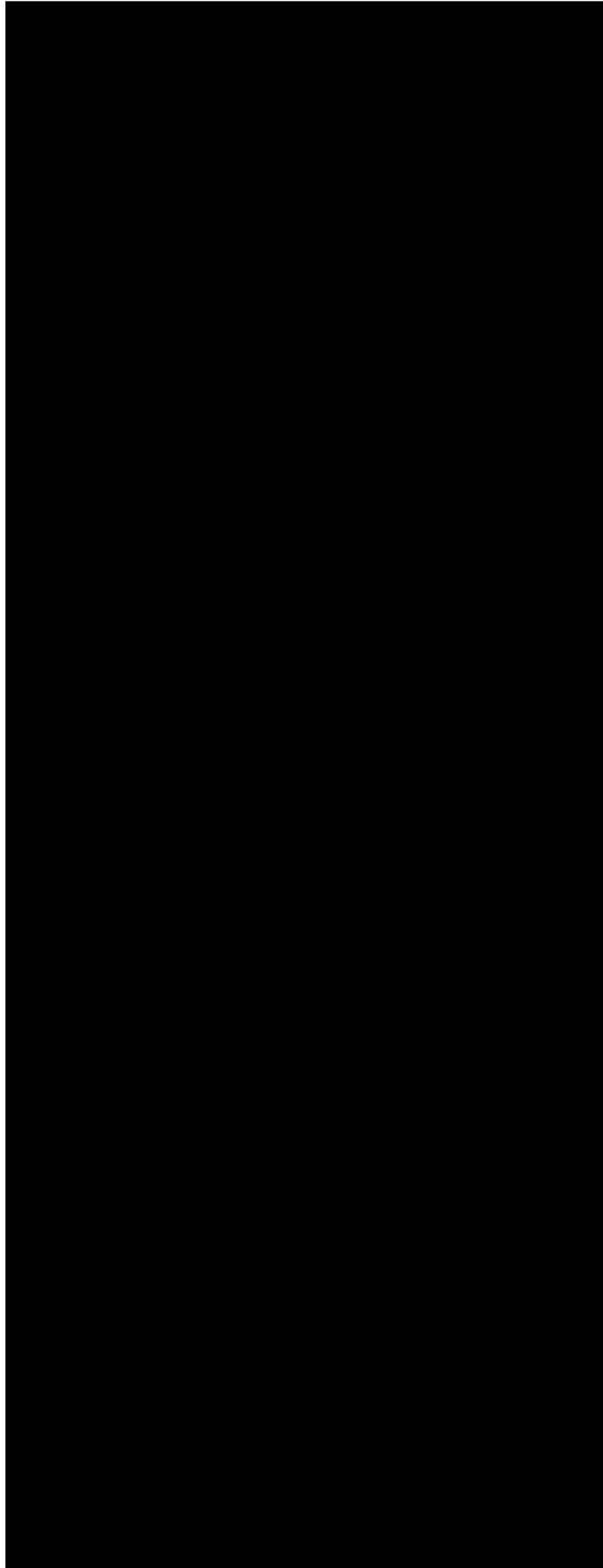
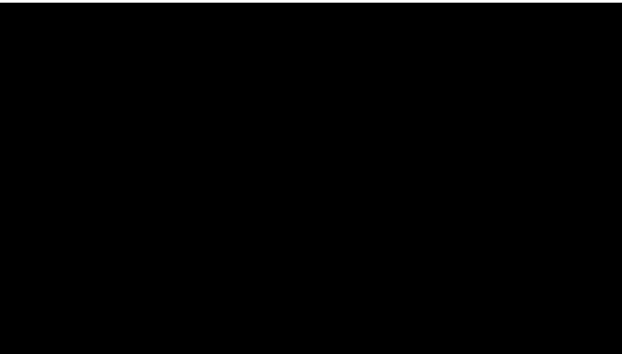
**2.1 Proprietary Rights.** The term "**Proprietary Rights**" shall mean all trade secret, patent, copyright, trademark, trade name, service mark, and other intellectual property rights throughout the world.

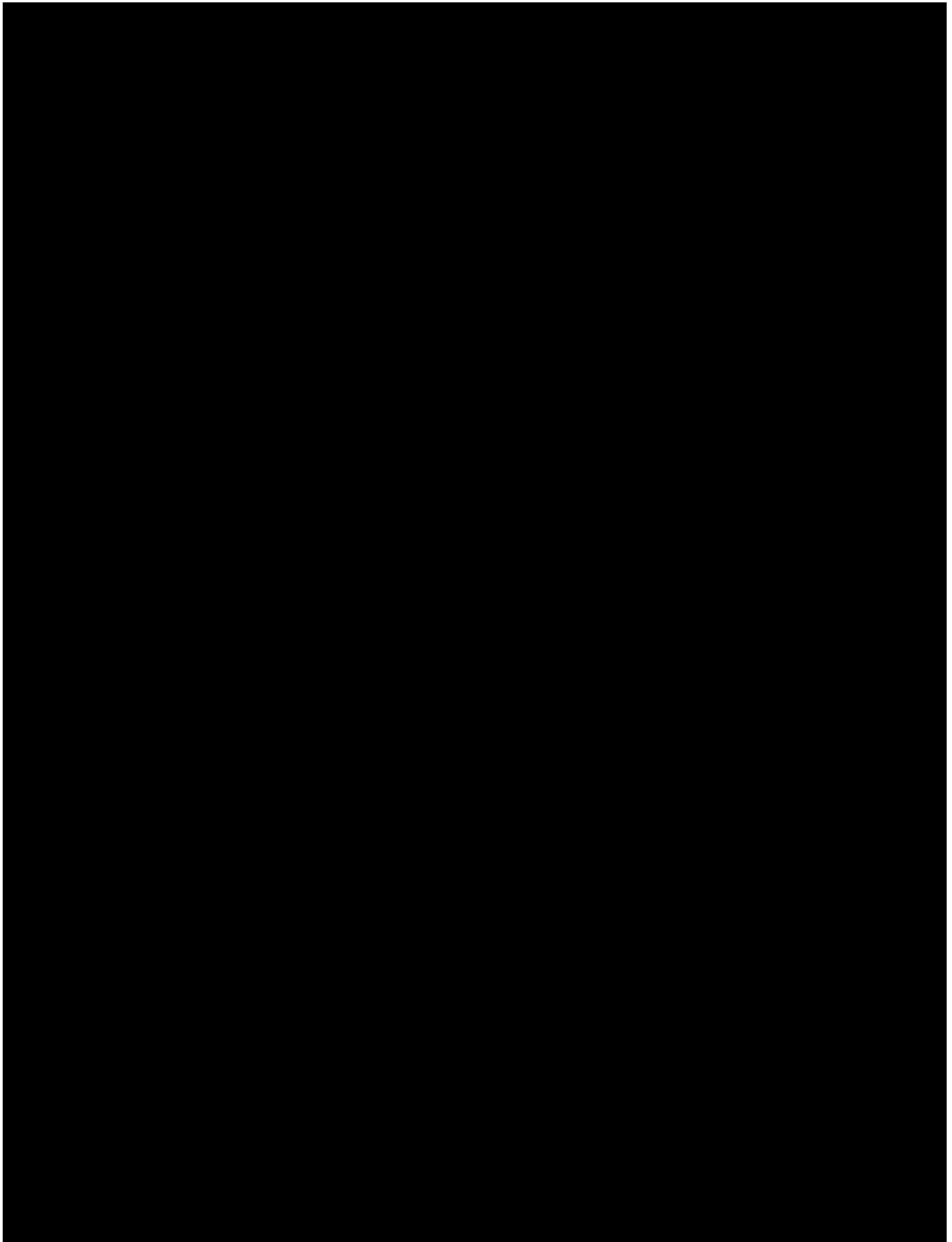
**2.2 Prior Inventions.** Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit A* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be

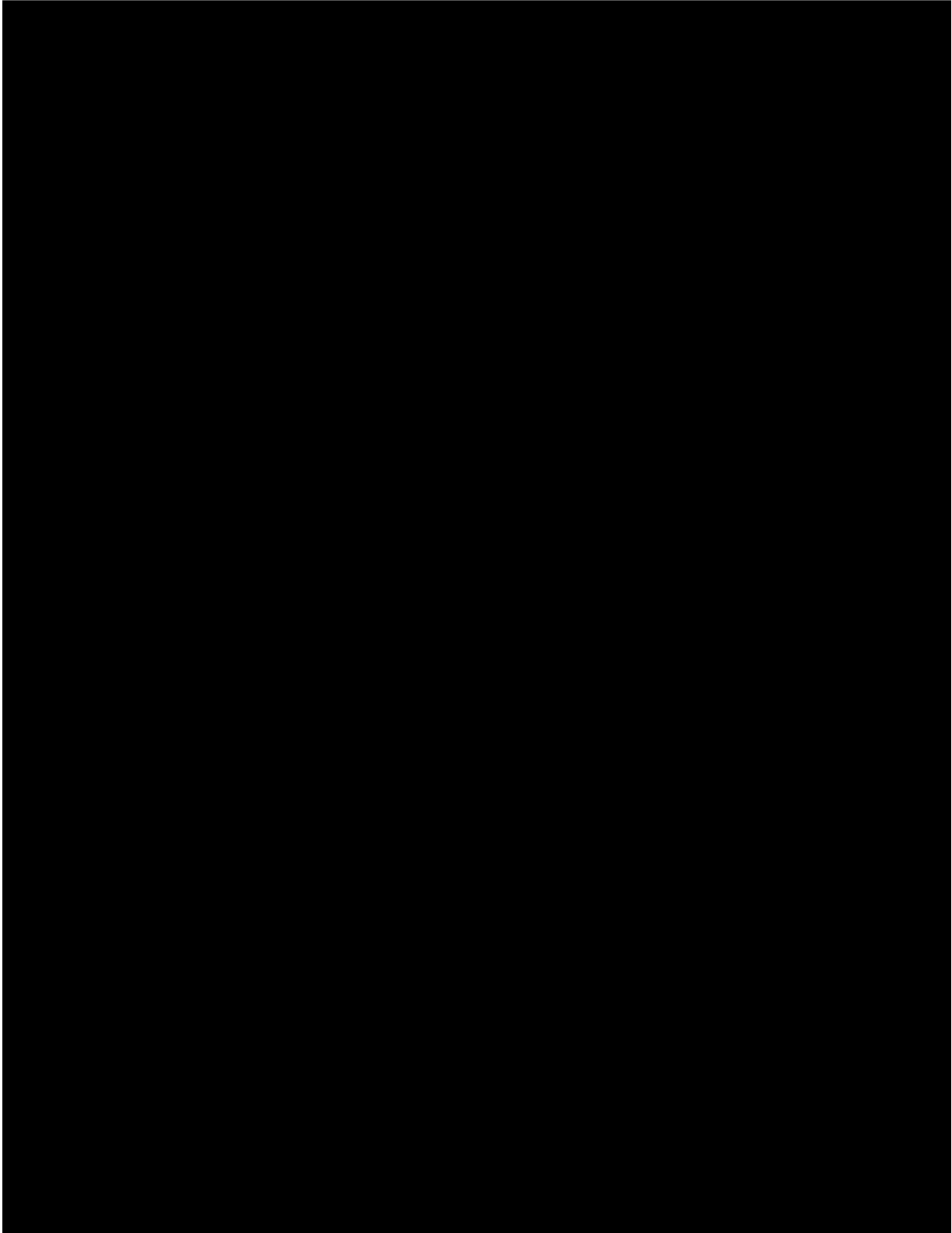


conceived, developed or reduced to practice prior to the commencement of my employment with Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit A* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company product, process or machine, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to use, make, have made, offer for sale such Invention, and to reproduce, create derivative works of, distribute, publicly perform and publicly display such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without Company's prior written consent.

**2.3 Assignment of Inventions.** Subject to Sections 2.4 and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with Company. Inventions assigned to Company, or to a third party as directed by Company pursuant to this Section 2, are hereinafter referred to as "**Company Inventions.**"







I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

**AGREED TO AND ACCEPTED:**

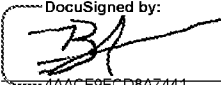
**Employee:**

  
\_\_\_\_\_  
(Signature)

Jason Breakstone  
\_\_\_\_\_  
(Please print name)

**Company:**

**Liquid Inc.**  
(a Delaware corporation)

DocuSigned by:  
  
By: \_\_\_\_\_  
4AACF9FCD8A7441...  
**Bryan Schramm, COO**

**EXHIBIT A**  
**PREVIOUS INVENTIONS**

**TO:** Liquid Inc.  
**FROM:** Jason Breakstone  
**DATE:** 05/13/2018  
**SUBJECT:** Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Liquid Inc., a Delaware corporation (“**Company**”), that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Company:

- No inventions or improvements.
- See below:



Additional sheets attached.

1. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	<b>Invention or Improvement</b>	<b>Party(ies)</b>	<b>Relationship</b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Additional sheets attached.