

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7994535

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	YOSHITAKA ISHIDA	03/14/2023
RECEIVING PARTY DATA		
Name:	WHEEL PROS LLC	
Street Address:	5437 S VALENTIA WAY	
City:	GREENWOOD VILLAGE	
State/Country:	COLORADO	
Postal Code:	80111	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29803076	
CORRESPONDENCE DATA		
Fax Number:		
<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:	7606510142	
Email:	eric@iciplaw.com	
Correspondent Name:	ERIC HANSCOM	
Address Line 1:	7040 AVENIDA ENCINAS #104-358	
Address Line 4:	CARLSBAD, CALIFORNIA 92011	
ATTORNEY DOCKET NUMBER:	ROUND SEALED BEAM	
NAME OF SUBMITTER:	ERIC HANSCOM	
SIGNATURE:	/Eric Hanscom/	
DATE SIGNED:	06/07/2023	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2		
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ASSIGNMENT AND NON-DISCLOSURE AGREEMENT

This Assignment and Non-Disclosure Agreement ("Agreement") is made as of ~~February~~ 2022 between **Wheel Pros, LLC**, a Delaware Limited Liability Company ("Wheel Pros") whose principal place of business is 5347 S. Valentia Way, Suite 200, Greenwood Village, Colorado 80111 and Yoshiaki Ishida ("Designer"). It is entered into in connection with the development of the Lights as shown in Exhibit A, (the "Approved Purpose"), for the purpose of assigning all rights to said and preventing the unauthorized disclosure of confidential information as defined below:

In connection with the Approved Purpose, Designer acknowledge that Wheel Pros shall be the sole and exclusive owner and proprietor of all rights and titles in and to the results and proceeds of Designer's work, designs and developments hereunder in whatever stage of completion, and the Approved Purpose shall be delivered, complete or incomplete within one (1) year after the commencement of the work. Designer hereby irrevocably transfer and agree to assign and hereby assign to Wheel Pros all rights, title and interest to said Approved Purpose, design and developments including but not limited to, the exclusive ownership of the attachment system portion of the Approved Purpose.

CONFIDENTIAL INFORMATION: In the process of completing the Approved Purpose, Wheel Pros may have disclosed Confidential Information to Designer and/or Designer Corporation. As a condition of the release by Wheel Pros of Confidential Information to Designer both parties agree as follows with respect to Confidential Information:

As used herein, the term "**Confidential Information**" shall include any proprietary information or materials, whether or not marked or otherwise designated as confidential, relating to the business (present or contemplated) and/or customers of Wheel Pros that Designer obtains from Wheel Pros in connection with the Approved Purpose, including the terms of this Agreement, any and all information concerning ideas, concepts, techniques, copy, sketches, artwork, electronic files, processes, formulas, trade secrets, patentable ideas, patent searches, drawings and/or illustrations, innovations, ideas and inventions, discoveries, improvements, research or development and test results, existing and/or contemplated products and services, specifications, data, know-how, formats, marketing plans and programs, business plans, computer systems and programming, strategies, forecasts, financial information, budgets, projections, customer and supplier identities, addresses or characteristics, agreements between Wheel Pros and third parties, and the nature and status of discussions or negotiations between Designer, and Wheel Pros. Confidential Information shall not include information, if any, which was or becomes generally available to the public other than as a result of a disclosure by Designer or by other persons, to whom Designer has disclosed such information. Upon request by Wheel Pros at any time, Designer shall promptly return all Confidential Information together with all copies thereof, and certify in writing that no Confidential Information or any copies thereof has been retained by Designer.

RESTRICTIONS ON DISCLOSURE: All Confidential Information shall be held by Designer in trust and confidence on behalf of Wheel Pros, Designer will not at any time or in any manner, either directly or indirectly divulge, disclose or communicate in any manner any confidential information that is proprietary to Wheel Pros. Designer shall not disclose or permit access to nor shall Designer authorize or permit any other person or entity (collectively, "**Person**") to disclose or permit access to any Person of all or any part of the Confidential Information without the prior consent of Wheel Pros. In addition, Designer shall use the Confidential Information only for the Approved Purpose, and not in any other manner or for any other reason, including any manner or reason that may be detrimental to Wheel Pros or any of its affiliated entities (if any). Designer's obligation to maintain the confidentiality and security of the Confidential Information remains for so long as such Confidential Information remains confidential. Designer's obligation shall survive the termination of any relationship between the parties, including but not limited to, termination of this Agreement.

EXEMPTIONS FROM RESTRICTIONS ON DISCLOSURE: Designer may disclose the Confidential Information to comply with applicable law, administrative or court order; provided, however, that in each such instance Designer shall notify Wheel Pros prior to such disclosure and Designer shall use reasonable efforts to seek confidential treatment of the Confidential Information.

COPYRIGHT: Designer hereby irrevocably assign to Wheel Pros all right, title and interest in the copyright associated with the Approved Purpose whether the Approved Purpose used by Wheel Pros or not. Designer further waives any so-called moral rights in the work. Designer agree that they are contributing to Wheel Pros' collective work of its Approved Purpose and thus the Approved Purpose shall be considered a work-for-hire under U.S. copyright law in effect January 1, 1978.

Designer hereby explicitly agree that the ownership of the copyright in the work is agreed upon by this contract between the parties. Designer fully agree that the work created is corporate work at the time of creation, and the work was created according to the intention and under the responsibility of Wheel Pros and hereby reflects Wheel Pros' will. Wheel Pros will monitor the progress and details of the works.

ASSIGNMENT: All work, designs and developments, including but not limited to patents, trademarks, trade dress or any other intellectual property rights, made by Designer, alone or jointly with others, whether or not during business hours or on corporate premises, which result from, or are suggested by, any work Designer or others may do shall be and are the sole exclusive property of Wheel Pros. Designer agree to assign and hereby assign to Wheel Pros all rights to all such work, designs and developments. Designer agree that Wheel Pros may make any changes or additions to the work prepared by Designer, which in Wheel Pros' sole discretion may consider necessary, and may engage others to do any or all of the foregoing with or without attribution to Designer

FURTHER ASSURANCES: Designer agree to execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of this Agreement.

CHOICE OF LAW AND JURISDICTION: The validity of this Agreement and all matters relating to its interpretation, validity and performance shall be interpreted in accordance with the laws of the State of California.


AMENDMENT AND ASSIGNMENT OF AGREEMENT: No amendment, alteration or modification of this Agreement shall be effective without the prior written consent of all parties. This Agreement may not be assigned without the prior written consent of all parties and any assignment of the Agreement without the consent of all parties shall be void.

ENTIRE AGREEMENT: This agreement contains the entire agreement and understanding of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement may not be amended except in writing signed by the party to be bound.

SEVERABILITY: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

By signing in the spaces provided below, Designer and Wheel Pros agree to the terms set forth herein.

("DESIGNER")

Signature of Individual: 

Name: Yoshitaka Ishida

Date: 2023 Mar 14

("Wheel Pros, LLC")

By: 

Printed Name: Lisa Reichenbach

Title: Assoc. General Counsel

Date: 3/14/2023