

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8071264

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ADVISOR AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN M. KELLUM	08/29/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IAS MACHINE, LLC
<b>Street Address:</b>	14295 SHERWOOD RD. NW
<b>City:</b>	SEATTLE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98177
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17823015
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(425)374-0921
<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>	4257869734
<b>Email:</b>	docketing@hansantos.com
<b>Correspondent Name:</b>	HAN SANTOS, PLLC
<b>Address Line 1:</b>	500 UNION STREET
<b>Address Line 2:</b>	SUITE 800
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98101
<b>ATTORNEY DOCKET NUMBER:</b>	IAS.P0011US
<b>NAME OF SUBMITTER:</b>	SARAH FETEN
<b>SIGNATURE:</b>	/Sarah M. Feten/
<b>DATE SIGNED:</b>	07/21/2023
<b>Total Attachments: 5</b>	
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**IAS MACHINE, LLC****ADVISOR AGREEMENT**

This IAS Machine, LLC Advisor Agreement (this "Agreement") is made effective as of August 26th, 2016 (the "Effective Date"), by and between John M. Kellum, an individual acting as an independent contractor to the Company ("Advisor"), and IAS Machine, LLC, a Washington limited liability company (the "Company").

1. **Background.** The Company desires to retain the services of Advisor on an exclusive basis to provide technical and business advice in the field of augmented and mixed reality as applied to research, diagnosis, health care and veterinary care (the "Field") and Advisor is willing to exclusively provide services in the Field to the Company.

2. **Description of Services.** Company hereby retains Advisor as a consultant to the Company, and Advisor hereby agrees to: (a) during the term of this Agreement only provide services in the Field to the Company; and (b) spend up 10 hours per week via email, telephone, or in person at the Company's headquarters, or such other place that the Company may reasonably request, to assist with technical and operational ideas, development of strategic relationships, business development, market and capital strategy, and other reasonably requested tasks, as mutually agreed to by Company and Advisor (the "Consultant Service"). Advisor's relationship with the Company shall be that of an independent contractor and not that of an employee. Accordingly, Advisor will not be eligible for any employee benefits, nor will the Company make deductions from payments made to Advisor for taxes, which shall be solely Advisor's responsibility. Advisor shall have no authority to enter into contracts which bind the Company or create obligations on the part of the Company.

3. **Term and Expiration.** This Agreement shall become effective as of the Effective Date and shall remain in effect for two (2) years. The Company may terminate this Agreement at any time by giving Advisor written notice of termination, and such termination shall not affect the Advisor's continuing obligations to the Company under paragraph 5, 6, 7, 9, and 10.

4. **Consideration.** As the full, sole, and exclusive consideration for the Consultant Service provided hereunder, the Company will pay Advisor one hundred dollars (\$100).

5. **Assignment of Inventions.** Without further compensation, Advisor agrees to promptly disclose to the Company, all Company Inventions (as delimited below) which Advisor may solely or jointly develop or reduce to practice during the period of Advisor's consulting relationship with the Company which: (a) pertain to any line of business activity of the Company; (b) are aided by the use of time, material, or facilities of the Company, whether or not during working hours; or (c) relate to any of Advisor's work during the period of the consulting relationship with the Company whether or not during normal working hours ("Company Inventions"). During the term of Advisor's consulting relationship all Company Inventions that Advisor conceives, reduces to practice, develops, or has developed (in whole or in part, either alone or jointly with others) shall be the sole property of the Company and its assigns to the maximum extent permitted by law (and to the fullest extent permitted by law shall be deemed "works made for hire"), and the Company and its assigns shall be the sole owner of all patents, copyrights, trademarks, trade secrets and other rights in connection therewith. Advisor hereby assigns to the Company any rights that Advisor may have or acquire in such Company Inventions.

**NOTICE REQUIRED BY REVISED CODE OF WASHINGTON 49.44.140:**

**Any assignment of inventions required by this Agreement does not apply to inventions for which no equipment, supplies, facility, or trade secret information of the Company was used and which was developed entirely on the employee's own**

**time, unless (a) the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the Company.**

6. **Confidentiality Obligation.** Advisor understands and agrees that all Proprietary Information (as defined below) shall be the sole property of the Company and its assigns, including all trade secrets, patents, copyrights and other rights in connection therewith. Advisor hereby assigns to the Company any rights Advisor may acquire in such Proprietary Information. Advisor agrees to hold in confidence and not directly or indirectly use or disclose, both during Advisor's consulting relationship with the Company and for a period of two (2) years after its termination (regardless of the reason for such termination), any Proprietary Information Advisor obtains or creates during the period of Advisor's consulting relationship, whether or not during working hours, except to the extent authorized by the Company, until such Proprietary Information becomes generally known. Advisor agrees not to make copies of such Proprietary Information except as authorized by the Company. Upon termination of Advisor's consulting relationship or upon an earlier request of the Company, Advisor will return or deliver to the Company all tangible forms of such Proprietary Information in Advisor's possession or control, including but not limited to drawings, specifications, documents, records, devices, models, or any other material and copies or reproductions thereof.

7. **Proprietary Information.** As used in this Agreement, the term "Proprietary Information" means information or physical material not generally known or available outside the Company or information or physical material entrusted to the Company by third parties. This includes, but is not limited to, Company Inventions, confidential knowledge, copyrights, product ideas, techniques, processes, formulas, object codes, mask works and/or any other information of any type relating to documentation, laboratory notebooks, data, schematics, algorithms, flow charts, mechanisms, research, manufacture, improvements, assembly, installation, marketing, forecasts, sales, pricing, customers, customer lists, customer data, including but not limited to customers' personally identifiable information, the salaries, duties, qualifications, performance levels, and terms of compensation of other employees, and/or cost or other financial data concerning any of the foregoing or the Company and its operations. Proprietary Information may be contained in material such as drawings, samples, procedures, specifications, reports, studies, customer or supplier lists, budgets, cost or price lists, compilations, or computer programs, or may be in the nature of unwritten knowledge or know-how.

8. **No Conflict.** Advisor represents that Advisor's performance of all the terms of this Agreement and that Advisor's retention as an advisor by the Company does not and will not breach any agreement to keep in confidence proprietary information acquired by Advisor in confidence prior to Advisor's retention as an advisor by the Company. Advisor has not entered into, and agrees that he or she will not enter into, any agreement, either written or oral, in conflict with the foregoing sentence. Advisor understands as part of the consideration for the offer to retain Advisor as an advisor, and of Advisor's retention as an advisor by the Company, that Advisor has not brought and will not bring with Advisor to the Company or use in the performance of Advisor's responsibilities at the Company any equipment, supplies, facility, or trade secret information of any current or former employer which are not generally available to the public. Advisor also understands that, in Advisor's retention as an advisor with the Company, Advisor is not to breach any obligation of confidentiality that Advisor has to others, and Advisor agrees that Advisor shall fulfill all such obligations during Advisor's retention as an advisor with the Company.

9. **Mediation and Arbitration.** Any dispute arising under this Agreement shall be resolved through a mediation-arbitration approach. The parties agree to select a mutually agreeable, neutral third party to help them mediate any dispute that arises under the terms of this Agreement. Costs and fees associated with the mediation shall be shared equally by the parties. If the mediation is unsuccessful, the

parties agree that the dispute shall be decided by a single arbitrator by binding arbitration under the rules of the American Arbitration Association in Seattle, Washington. The decision of the arbitrator shall be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator shall for good cause determine otherwise.

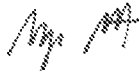
10. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the Company's successors, transferees, and assigns. Any amendment or modification to this Agreement must be in writing signed by Advisor and the Company. The Company and Advisor acknowledge that any amendment of this Agreement (including, without limitation, any extension of this Agreement or any change from the terms of paragraph 4 in the consideration to be provided to Advisor with respect to services to be provided hereunder) or any departure from the terms or conditions hereof with respect to Advisor's consulting services for the Company is subject to the Company's and Advisor's prior written approval. This Agreement supersedes any prior consulting or other similar agreements between Advisor and the Company with respect to the subject matter hereof. All notices hereunder shall be deemed to have been given, if made in writing, when mailed, postage prepaid, to the parties at the addresses set forth above, or to such other addresses as a party shall specify to the other. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one (1) and the same instrument. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. If any provision of this Agreement is invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force and effect.

*(Signature page follows)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

**“COMPANY:”**

**IAS MACHINE, LLC,**  
a Washington limited liability company

  
By: \_\_\_\_\_  
Roger Brent, Manager

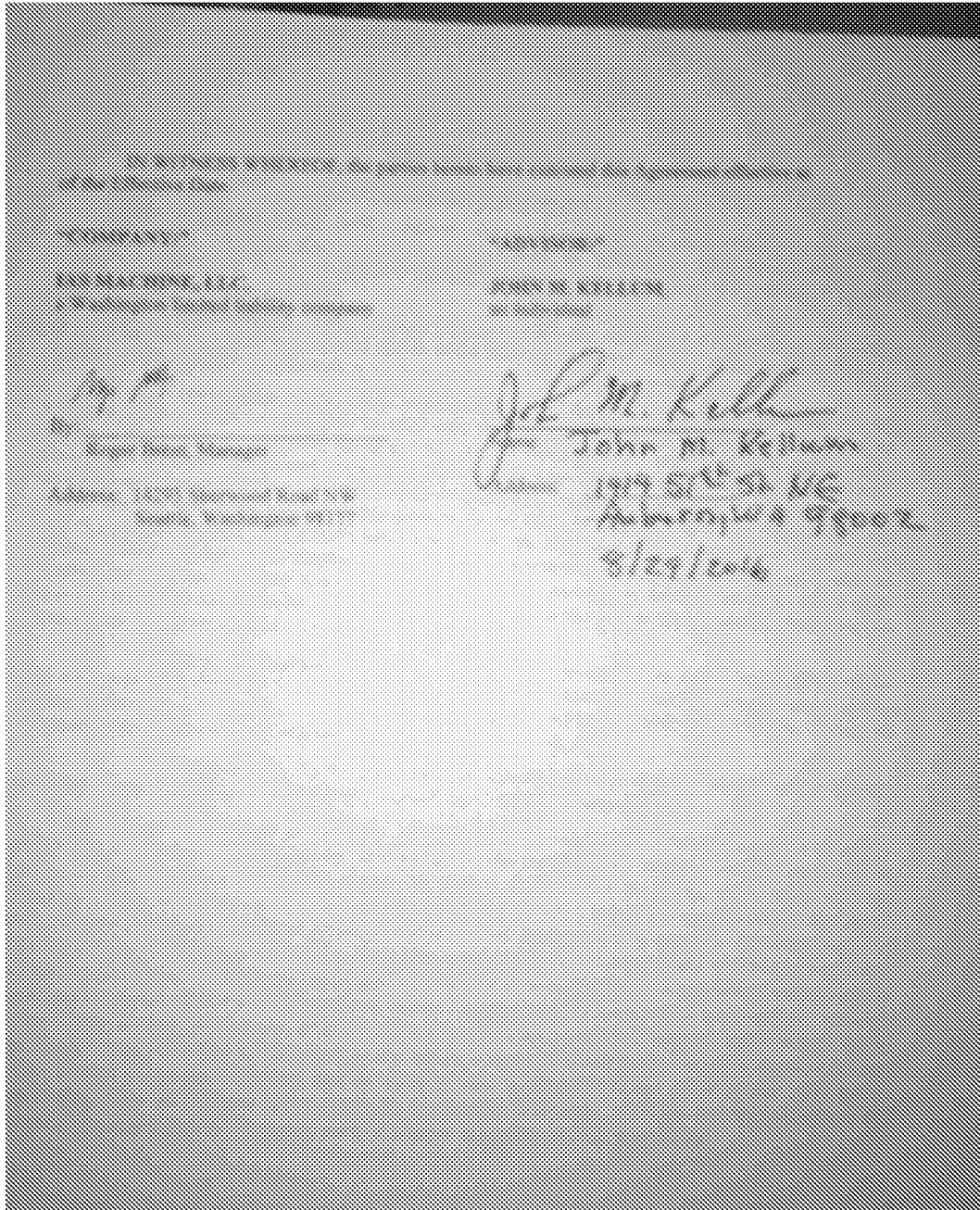
Address: 14295 Sherwood Road NW  
Seattle, Washington 98177

**“ADVISOR:”**

**JOHN M. KELLUM,**  
an individual

\_\_\_\_\_  
Name

Address: \_\_\_\_\_  
\_\_\_\_\_



#3849852