

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8081085

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LEV ALPEROVICH	03/14/2014
RECEIVING PARTY DATA		
Name:	TEST EVOLUTION CORPORATION	
Street Address:	102 SOUTH STREET	
City:	HOPKINTON	
State/Country:	MASSACHUSETTS	
Postal Code:	01748	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9910086
CORRESPONDENCE DATA		
Fax Number:	(631)249-4508	
<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:	6312497500	
Email:	kvolpe@bodnerorourke.com	
Correspondent Name:	THOMAS O'ROURKE	
Address Line 1:	425 BROADHOLLOW ROAD STE. 120	
Address Line 2:	BODNER & O'ROURKE, LLP	
Address Line 4:	MELVILLE, NEW YORK 11747	
NAME OF SUBMITTER:	THOMAS A. O'ROURKE	
SIGNATURE:	/Thomas A. O'Rourke/	
DATE SIGNED:	07/27/2023	
Total Attachments: 4		
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**ASSIGNMENT OF INVENTIONS
AND CONFIDENTIALITY AGREEMENT - EMPLOYEE**

This Assignment of Inventions and Confidentiality Agreement is entered into as of 14 March 2014, by and between Test Evolution Corporation (the "Company") and Allen J. Czamara ("Employee").

In consideration and as a condition of my employment or continued employment by the Company and the grant of stock options, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee represents and warrants to, and agrees with, the Company as follows:

1. **Defined Terms.** For purposes of this Agreement, the terms set forth below have the following meanings:

"**Business**" means the business of Company, including but not limited to research, development, contract R&D, manufacturing, marketing and sales, and all business incident thereto.

"**Confidential Information**" means all trade secrets and all other information of a business, financial, marketing, technical, or other nature relating to the Business of the Company including, without limitation, any customer or vendor lists, prospective customer names, financial statements and projections, trade secrets, know-how, pricing policies, operational and marketing methods, methods of doing business, technical processes, formulas, designs and design projects, inventions, computer hardware, software programs, business plans and projects pertaining to the Company or the Business and including any information of others that the Company has agreed to keep confidential; provided, that Confidential Information shall not include any information that has entered or enters the public domain through no fault of Employee.

2. **Assignment of Inventions and Discoveries.** Employee agrees that:

(i) All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulas, data, techniques, know-how, secrets or intellectual property rights or any interest therein (collectively, the "Developments") made by Employee, either alone or in conjunction with others, at any time or at any place during Employee's term as an employee of the Company, including any term of employment prior to execution of this Agreement, which relate to the Business (as defined above), shall be and hereby are the exclusive property of the Company without any further compensation to Employee. In addition, without limiting the generality of the foregoing, all Developments that are copyrightable work by Employee are intended to be "works made for hire" as defined in Section 101 of the Copyright Act of 1976, as amended, and shall be and hereby are the property of the Company; and

(ii) Employee shall promptly disclose in writing all Developments to the Company. If any Development is not the property of the Company by operation of law, this Agreement or otherwise, Employee will, and hereby does, without further consideration, assign to the Company all right, title, and interest in and to such Development and will assist the

Company and its nominees in every way, at the Company's expense, to secure, maintain, and defend the Company's rights in such Development. Employee shall sign all instruments necessary for the filing and prosecution of any applications for, or extension or renewals of, letters patent (or other intellectual property registrations or filings) of the United States or any foreign country that the Company desires to file. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact (which designation and appointment shall be deemed coupled with an interest and shall survive Employee's death or incapacity), to act for and in Employee's behalf to execute and file any such applications, extensions, or renewals and to do all other lawfully permitted acts to further the prosecution and issuance of such letters patent or other intellectual property registrations or filings, or such other similar documents, with the same legal force and effect as if executed by Employee.

3. **Confidentiality Covenants.** Employee agrees that:

(i) Employee will not at any time, directly or indirectly, disclose or divulge, except as required in connection with the performance of his duties as an employee of the Company, any Confidential Information of the Company; provided, however, that Employee may disclose Confidential Information to the extent required by law;

(ii) Employee shall make no use whatsoever, directly or indirectly, of any Confidential Information, except as required in connection with the performance of his duties as an employee of the Company; and

(iii) upon the Company's request at any time and for any reason, Employee shall immediately deliver to the Company all materials (including all soft and hard copies) in his possession that contain or relate to Confidential Information.

4. **Notices.** Except as otherwise provided in this Agreement, any notice, demand, or other communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered, given, and received for all purposes (i) if and when delivered personally to the person or to an officer of the entity to whom the same is directed, or (ii) one business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) one business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed as follows:

(a) If to the Company, to the address of the Company's principal place of business, Attention: President;

(b) If to Employee, to the address set forth on the signature page hereof;

or to such other address as either party shall specify by notice to the other.

5. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, transferees, and assigns; provided, however, that Employee shall have no right to assign his obligations hereunder.

6. **Headings.** Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

7. **Severability.** Every provision of this Agreement is intended to be severable, and, if any term or provision of this Agreement is determined to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement.

8. **Variation of Terms.** All terms and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or entity may require.

9. **Governing Law.** The laws of the Commonwealth of Massachusetts shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties arising hereunder.

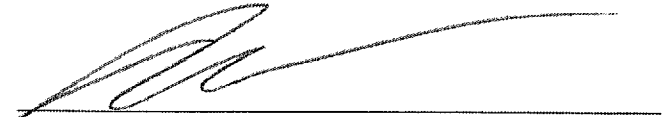
10. **Waiver of Jury Trial.** The Company and Employee each irrevocably waives, to the extent permitted by law, all rights to trial by jury in any action, proceeding, or counterclaim arising out of or relating to this Agreement.

11. **Counterpart Execution.** This Agreement may be executed in counterparts with the same effect as if both parties had signed the same document. The counterparts shall be construed together and shall constitute one and the same agreement.

12. **Specific Performance.** Employee agrees that the Company would be irreparably damaged if any of the provisions of this Agreement were not performed in accordance with their specific terms and that monetary damages would not provide an adequate remedy in such event. Accordingly, Employee agrees that, in addition to any other remedy to which the Company may be entitled, at law or in equity, the Company shall be entitled to injunctive relief to prevent breaches of the provisions of this Agreement and specifically to enforce the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having subject matter jurisdiction thereof.

[Signatures on Next Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above set forth.



Employee Signature - Allen J. Czamara

Address: 25 Homestead Ave
Auburn, MA 01501

TEST EVOLUTION CORPORATION

By: 

Name: Lev Alperovich
Title: President & CEO