

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8152732

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDREA E DIGIOVANNI	11/16/2016
RECEIVING PARTY DATA	
Name:	TSG TECHNOLOGIES, LLC
Street Address:	1401 SOUTH BRENTWOOD BOULEVARD
Internal Address:	SUITE 425
City:	SAINT LOUIS
State/Country:	MISSOURI
Postal Code:	63108
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	18103706
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>	
Email:	john@freship.com
Correspondent Name:	JOHN R. BEDNARZ
Address Line 1:	11710 PLAZA AMERICA DRIVE
Address Line 2:	SUITE 2000
Address Line 4:	RESTON, VIRGINIA 20190
ATTORNEY DOCKET NUMBER:	084352-613193-02
NAME OF SUBMITTER:	JOHN R. BEDNARZ
SIGNATURE:	/ John R Bednarz /
DATE SIGNED:	09/06/2023
Total Attachments: 7	
source=Andrea_DiGiovanni-Confdtly_Agrmnt_05302019143658#page1.tif	
source=Andrea_DiGiovanni-Confdtly_Agrmnt_05302019143658#page2.tif	
source=Andrea_DiGiovanni-Confdtly_Agrmnt_05302019143658#page3.tif	
source=Andrea_DiGiovanni-Confdtly_Agrmnt_05302019143658#page4.tif	
source=Andrea_DiGiovanni-Confdtly_Agrmnt_05302019143658#page5.tif	

source=Andrea_DiGiovanni-Confdtly_Agrmnt_05302019143658#page6.tif

source=Andrea_DiGiovanni-Confdtly_Agrmnt_05302019143658#page7.tif



CONFIDENTIALITY, INVENTION RIGHTS, NON-COMPETITION AGREEMENT

In consideration of the employment and continued employment of Andrea D. Giovanni ("Employee") by The Dauphin Group, LLC, Sherpa, LLC, both Missouri limited liability companies, or one of their subsidiaries (such employer is the "Company"), and the compensation, further increases in compensation, allowances and other benefits to be received by virtue of such employment with the Company, Employee hereby agrees this 16 November 2016 as follows:

1. Definitions. As used in this Agreement:
 - (a) "Invention" shall mean any inventions, discoveries, developments and/or improvements, whether or not patentable, and works of authorship, whether or not copyrightable, which are conceived, developed or reduced to practice, or caused to be conceived, developed, or reduced to practice during the term of Employee's employment with the Company.
 - (b) "Proprietary Information" shall mean any secret, confidential or other information, and all tangible manifestations thereof, reasonably considered as proprietary by the Company including, but not limited to, that of a technical nature such as methods, know-how, formulas, compositions, processes, discoveries, designs, inventions, computer programs and research efforts relating thereto, and to that of a business nature such as costs, purchasing sources and arrangements, financial analyses, contractual terms, customer and potential customer identities, prospective business plans, and research and development of future marketing or merchandising plans.
 - (c) "Third Party Proprietary Information" shall mean information of like kind and nature to Proprietary Information of the Company received by the Company from a third party.
 - (d) "Employment" includes employment by the Company or any affiliate of Company on a full or part-time basis, employment by a temporary staffing agency with placement with the Company, and engagement by the Company as a consultant to provide services to the Company.
2. Proprietary Information of Other Persons.
 - (a) Employee represents that Employee does not have in Employee's possession any written materials embodying information known or claimed to be the proprietary or confidential information of either the Employee or any other person, including any prior employer. Employee further represents that Employee does not have in Employee's possession any written material of any kind removed from the premises of a former employer without the written consent of that employer.



SHERPA LLC

- (b) Company is engaged in a continuous program of research, development, production and marketing of new products and the creating of intellectual property to protect any and all such programs. As an essential part of Employee's employment by the Company, Employee is expected to actively participate in and make contributions to this program.
- (c) Employee represents that, to Employee's knowledge, Employee's employment with the Company will not require him or her to use or disclose any proprietary or confidential information of any other person, including any other employer. Employee will not use or disclose, in connection with Employee's employment by Company, information obtained from any other person, including any former employer, which Employee knows to be confidential or proprietary.

3. Confidentiality and Non-Use Obligations.

- (a) It is understood that Employee's employment with the Company may involve access to Proprietary Information and Third Party Proprietary Information.
- (b) Employee agrees that during the term of Employee's employment with the Company, and for a period of ten years thereafter, Employee shall not disclose or transfer any Proprietary Information or Third Party Proprietary Information to any person, firm, corporation or other entity, and will not use such Proprietary Information or Third Party Proprietary Information for any purpose not directly related to Employee's employment by the Company or without the express authorization of an officer of the Company.
- (c) The confidentiality and non-use obligations of this Agreement shall not apply to Proprietary Information or Third Party Proprietary Information, which Employee is able to demonstrate solely with tangible written evidence:
 - (i) is or becomes within the public domain prior to any unauthorized use or disclosure thereof by Employee;
 - (ii) was in Employee's possession or within Employee's knowledge prior to commencement of employment with the Company; or
 - (iii) is lawfully received by Employee with no restrictions upon use, after termination of employment with the Company, from a third party having a right to disclose it to Employee.

4. Ownership, Possession and Care of Proprietary Information and Third Party Proprietary Information. All tangible manifestations of Proprietary Information or Third Party Proprietary Information which shall at any time come into the possession of Employee shall be the sole and exclusive property of the Company or the Third Party to whom such information relates, and shall be surrendered to the Company upon termination of



SHERPA LLC

Employee's employment with the Company or upon request at any other time. Employee agrees to comply with those procedures established by the Company to preserve the confidentiality of Proprietary Information and Third Party Proprietary Information, including physical security procedures and policies.

5. Inventions.

- (a) Employee agrees to make prompt and complete written disclosure to the Company, and to hold in trust for the sole right, benefit and use of the Company, any and all Proprietary Information and Inventions and further agrees to assign and does hereby assign to the Company all right, title and interest in and to all Inventions and Proprietary Information and intellectual property, including patents (U.S. and foreign) covering said Inventions and Proprietary Information, which shall be and remain the sole and exclusive property of the Company; provided, however, that Employee shall not be obligated to assign any Invention or intellectual property for which no equipment, supplies, facility, or Proprietary Information of the Company was used and which was developed entirely on Employee's own time, and (a) which does not relate to the actual or demonstrably anticipated research or development of the Company and (b) which does not result from any work performed by Employee for the Company. Employee acknowledges that all Inventions constitute "work made for hire" under the Federal copyright laws (17 U.S.C. Section 101) owned exclusively by the Company.
- (b) This Agreement shall not apply to inventions or discoveries made or conceived of and set forth in a tangible medium of expression by Employee prior to Employee's employment with the Company. Employee agrees that Employee has identified on Exhibit A, beginning on page 5, hereof, a complete list of all such discoveries made or conceived of prior to the commencement of employment. (If there are no such discoveries designated, Employee acknowledges that Employee has neither made nor conceived of any such discoveries as of the time of employment.) Employee agrees not to assert that any discoveries were made or conceived of prior to employment by the Company except as enumerated in Exhibit A.
- (c) Employee agrees, during the term of employment, and thereafter, at the Company's request and expense, including reasonable compensation for time spent after termination of employment, to prepare, review, execute, acknowledge and deliver any and all papers necessary or desirable to apply for, obtain, maintain and enforce legal protection and vest rights to Inventions and all intellectual property relating to Inventions, in the Company, including, but not limited to, applications for patents (U.S. and foreign) and copyrights.



SHERPA LLC

- (d) In the event the Company is unable for any reason whatsoever to secure the signature of Employee to any lawful and necessary documents required to fully effectuate the Employee's obligations herein, including those in Section 5(c) above, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as agent and attorney-in-fact, to act for and in Employee's behalf and stead to do all lawfully permitted acts to fully effectuate Employee's obligations, including those required to further the assignment, prosecution and issuance of letters patent or copyright thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quits to the Company any and all claims of any nature whatsoever which Employee may now have or may hereafter have to sue and collect for infringement of any patent or copyright resulting from any such application.
6. Non Competition.
- (a) During Employment. Employee agrees that during his employment by the Company he will not engage directly or indirectly in any location within a sixty mile radius, in any business of the same nature or similar nature to the business of the Company or any business in which the company is engaged in developing, nor will Employee participate directly or indirectly in the ownership or management of any enterprise engaged in such a business.
- (b) Upon Termination of Employment. In the event that the Employee is terminated for any reason, Employee shall not, for a period of one year, engage directly or indirectly in any business in any location within the United States of the same nature or similar nature to the business of the Company or any business which the Company shall have engaged in developing, nor will Employee participate directly or indirectly in the management or ownership of any enterprise engaged in such a business. Employee is permitted to own or acquire, for investment purposes, not more than one percent (1%) of the outstanding capital stock of any publicly held enterprise.
7. No Inconsistent Agreements or Activities. Employee represents and warrants that Employee is not, and during the term of Employee's employment with the Company will not become party to any other agreement, nor engage in any other job, employment or activity, which conflicts with Employee's obligations under this Agreement or which could be detrimental to the best interests of the Company without first obtaining the Company's written consent.
8. Remedies in Event of Breach. Employee agrees that a breach of Employee's obligations under this Agreement would result in irreparable injury to the Company for which monetary damages would not be an adequate remedy. Employee agrees that the Company may in the event of any actual or threatened breach of this Agreement, in addition to all other available legal remedies to which it may be entitled, seek and obtain



injunctive and equitable relief and remedies, including temporary restraining orders, preliminary injunctions, and specific performance in such form as may be appropriate under the circumstances.

9. **Attorneys' Fees and Costs.** In the event legal proceedings are brought for breach of this Agreement by either party, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.
10. **Severability.** If any court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, is unenforceable for any reason, the Employee agrees that such court shall have the power to reduce the duration or scope of such provision, or otherwise modify such provisions, as the case may be, and, in its reduced form, such provisions, as the case may be, and, in its reduced form, such provision shall then be enforceable. If notwithstanding the immediately preceding sentence, any court or competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, is unenforceable and cannot for any reason be reduced and enforced as described in the immediately preceding sentence, the Employee agrees that such determination shall not affect, impair or invalidate the remainder of this Agreement. Moreover, the application of such provision to persons or circumstances other than those as to which it is determined to be unenforceable shall not be affected in any way.
11. **Successors.** The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Employee and the successors and assigns of the Company.
12. **Disclosure of Existence of Agreement.** Company may notify any third party with whom Employee may consider or establish an employment or consulting relationship of the existence of this Agreement, its terms, and of the technical or business areas in which Employee has had access to Proprietary Information and Third Party Proprietary Information, and may provide such third party with a copy of this Agreement.
13. **Affiliates.** An affiliate of the Company shall have the same rights as the Company under this Agreement and Employee's obligations owed to the Company under this Agreement shall be owed to the affiliate in the same manner as they are owed to the Company. An affiliate of the Company is (a) any other company which controls a majority of the voting shares or equity interests of the Company, (b) any company a majority of whose voting shares or equity interests are controlled by that other company, and (c) any company a majority of whose voting shares or equity interests are controlled by the Company.
14. **Not a Contract of Employment.** This Agreement does not constitute a contract of employment for a fixed term. Except as may be limited in a separate employment agreement between the Employee and the Company (if any), Employee acknowledges that Employee is free to resign from employment and Company is free to terminate Employee's employment, at any time, for any or no reason.



SHERPA LLC

15. **Non-Waiver.** Company's failure to exercise any of its rights in the event the Employee breaches any of Employee's obligations under this Agreement, or the Company's failure to exercise any of its rights under similar contracts with other employees, shall not be construed as a waiver of any breach or prevent the Company from later enforcing strict compliance with any and all obligations in this Agreement.
16. **Entire Agreement.** This Agreement supersedes all previous agreements between the parties dealing with the same subject matter and contains the parties' complete understanding, and there are no other agreements, oral or written, pertaining to the subject matter of this Agreement. Any amendments or modifications to this Agreement must be in writing and signed by the parties.
17. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to its laws regarding conflicts of laws.
18. **Opportunity to Review.** The Employee represents and warrants that Employee (a) has had an opportunity to review this Agreement and ask an authorized representative of the Company questions about the Agreement, and (b) understands the meaning and effect of each Section of this Agreement.

Witness:

"Employee"



EXHIBIT A

LIST OF DISCOVERIES

("NONE" UNLESS INDICATED OTHERWISE)