

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT8227537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	TONY MOORE	08/14/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	TMC TECHNOLOGY LTD.	
<b>Street Address:</b>	UNIT 1B, ENTERPRISE PARK, INISHMORE	
<b>City:</b>	BALLINCOLLIG, COUNTY CORK,	
<b>State/Country:</b>	IRELAND	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Application Number:</b>	18381368
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(703)390-1277	
<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>	(703)390-9051	
<b>Email:</b>	info@sbpatentlaw.com	
<b>Correspondent Name:</b>	STUDEBAKER & BRACKETT PC	
<b>Address Line 1:</b>	8255 GREENSBORO DRIVE	
<b>Address Line 2:</b>	SUITE 300	
<b>Address Line 4:</b>	TYSONS, VIRGINIA 22102	
<b>ATTORNEY DOCKET NUMBER:</b>	811472-000133	
<b>NAME OF SUBMITTER:</b>	JONATHAN L. SCHERER	
<b>SIGNATURE:</b>	/Jonathan L. Scherer/	
<b>DATE SIGNED:</b>	10/18/2023	
<b>Total Attachments: 4</b>		
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# **TMC TECHNOLOGY LIMITED**

## **EMPLOYEE INTELLECTUAL PROPERTY AND CONFIDENTIALITY DEED**

THIS DEED is entered into by me as part of the consideration for my employment with TMC Technology Limited (148558) company number or its holding company, subsidiaries, affiliates or successors (hereinafter referred to as "the Company").

I HEREBY AGREE AND UNDERTAKE with the Company as follows:-

1. I warrant that I have not brought and will not bring or use in the performance of my duties at the Company any proprietary or confidential information (whether in writing or in any other form) of any former employer or other third party.
2. I hereby warrant I have full authority to execute and perform this Deed and comply with its obligations and the entry into, performance and compliance with the terms hereof do not violate or constitute a default of any other agreement or instrument to which I am party.
3. I shall give the Company (without further compensation) full written details of all Inventions (defined below) and of all works embodying Intellectual Property Rights (defined below) made wholly or partially by me at any time during the course of my employment with the Company before or after the date of this Deed which relate to the business of the Company. I acknowledge that without further compensation all such Intellectual Property Rights subsisting (or which may in the future subsist) in all such Inventions and works shall automatically, on creation, vest in the Company absolutely or, if subsisting as at the date of this Deed, have automatically vested in the Company absolutely. To the extent that they do not or have not vested automatically, I hold them on trust for the Company. To the extent that any such Intellectual Property Rights subsisting as at the date hereof in any such Inventions or works have not vested in the Company for any reason, I now hereby assign to the Company (without further compensation), my entire right, title and interest in and to any and all such Intellectual Property Rights. I also hereby waive in favour of the Company (its successors, assigns

and transferees) any and all present and future moral or similar rights arising in any jurisdiction in or to any and all such Intellectual Property Rights.

4. For the purposes of this Deed:-

**Intellectual Property Rights** means patents, rights to Inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world; and

**Inventions** means inventions, ideas and improvements, whether or not patentable, and whether or not recorded in any medium.

5. I agree to perform, during and after my employment, all acts and deeds deemed necessary or desirable by the Company or such person nominated by it to permit and assist it, at its expense, in obtaining and enforcing the full benefit, enjoyment, right and title throughout the world in the items that vest in the Company automatically, that I hold in trust for the Company or that I assign to the Company as set forth in paragraph 3 above. I hereby irrevocably appoint the Company to be my attorney in my name and on my behalf to execute documents, use my name and do all acts or things which are necessary or desirable for the Company to obtain for itself or such person nominated by it the full benefit of this Deed. A certificate in writing, signed by any director or the secretary of the Company, that any instrument or act falls within the authority conferred by this Deed shall be conclusive evidence that such is the case so far as any third party is concerned.
6. "Confidential Information" means all information pertaining to any aspect of the Company's business which either is (i) not known by actual or potential competitors of

the Company or (ii) proprietary information of the Company or its customers or suppliers or (iii) proprietary information of third parties in respect of which the Company, its employees or consultants have obligations of confidentiality, whether of a technical nature or otherwise, including, without limitation, information relating to business procedures, information concerning the Company's customers and suppliers, methods of operation, work product, price tariffs, processes, methods, trade secrets, secret procedures, designs, names, of or agreements with suppliers, know-how, released or unreleased software or hardware products, technical knowledge, formulae, processes, techniques, data and data systems, plans, specifications, drawings, products, markets, projections, prospects, organisation or business policies, practices, transactions, the marketing and promotion of any products, business policies or practices or improvements in respect of any of the foregoing.

7. I hereby agree both during and after termination of my employment with the Company to hold in strictest confidence and not disclose or use directly or indirectly except to the extent authorised by the Company, any Confidential Information which I obtain or create during my employment with the Company whether during working hours or otherwise or aided by use of Company expenses, material, equipment or facilities and in whatsoever form or media and whether labelled as confidential or not. The above obligations shall not apply to Confidential Information which (i) is within the public domain at the time of disclosure to me or subsequently enters the public domain through no fault of mine or (ii) I am required by order of any court to disclose or (iii) is lawfully received by me from a third party free to disclose such information to me and which I can demonstrate and verify in writing was so lawfully received.
8. I agree to use the Confidential Information only as authorised by the Company and to return or deliver to the Company upon termination of my employment or upon an earlier request of the Company, all Confidential Information in my possession or control, including but not limited to drawings, specifications, documents, records, devices, models or any other material and copies or reproductions thereof and without retaining copies thereof.
9. I hereby agree to notify the Company immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this Deed by any

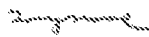
party and will co-operate with the Company in every reasonable way to help the Company regain possession of the Confidential Information and prevent its further unauthorised use.

10. This Deed survives my employment by the Company, does not in any way restrict my right or the right of the Company to terminate my employment, inures to the benefit of successors and assigns of the Company, and is binding upon my legal representatives.
11. I certify and acknowledge that I have carefully read all of the provisions of this Deed and that I understand and will fully and faithfully comply with such provisions.

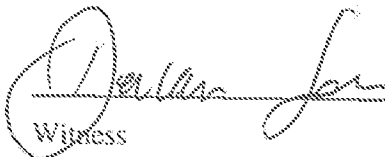
SIGNED AND DELIVERED BY

[INSERT NAME OF EMPLOYEE

AS A DEED]

Tony Moore 

In the presence of

  
Witness

GIVEN UNDER THE COMMON SEAL OF

TMC TECHNOLOGY LIMITED

14<sup>th</sup> August 2019  
DATE

TMC Technology Ltd  
Unit 18, Enterprise Park  
Innishmore, Ballincollig  
Co. Cork.  
021 4873711