508309302 12/29/2023

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT8356495

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
SCOTT BUCKLEY	06/15/2015

RECEIVING PARTY DATA

Name:	PIPELINE PRESSURE ISOLATION GROUP, LLC	
Street Address:	21233 WEST FM 529	
City:	CYPRESS	
State/Country:	TEXAS	
Postal Code:	77433	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	17545285

CORRESPONDENCE DATA

Fax Number: (832)476-5460

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.

Phone: 832-990-2707

Email: mjuren@patent-lawyers.com **Correspondent Name:** STEPHENS JUREN, PLLC

Address Line 1: 2500 TANGLEWILDE ST., SUITE 320

Address Line 4: HOUSTON, TEXAS 77063

ATTORNEY DOCKET NUMBER:	PPIG-US-CIP-01
NAME OF SUBMITTER:	MATTHEW C JUREN
SIGNATURE:	/Matthew C Juren/
DATE SIGNED:	12/29/2023

Total Attachments: 5

source=Employment Agreement - Scott Buckley#page1.tif source=Employment Agreement - Scott Buckley#page2.tif source=Employment Agreement - Scott Buckley#page3.tif source=Employment Agreement - Scott Buckley#page4.tif source=Employment Agreement - Scott Buckley#page5.tif

> PATENT REEL: 065985 FRAME: 0154

508309302

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is effective as of June 15, 2015, by and between Pipeline Pressure Isolation Group, LLC, a Texas limited liability company (the "Company"), and Scott Buckley, a resident of Katy, Harris County, Texas ("Employee").

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. <u>Employment</u>. The Company shall employ Employee, and Employee hereby accepts employment with the Company, upon the terms and conditions set forth in this Agreement for the period beginning on June 15, 2015, and ending as provided in paragraph 4 hereof (the "<u>Employment Period</u>").

2. Position and Duties.

- (a) During the Employment Period, Employee shall serve as Senior Engineer of the Company and shall have the duties, responsibilities, functions and authority as set out in that certain letter agreement between Employee and the Company dated June 10, 2015, and as further determined by the Engineering Manager and President of the Company.
- (b) During the Employment Period, Employee shall report to the Engineering Manager and shall devote his best efforts and his full business time and attention (except for permitted vacation periods and reasonable periods of illness or other incapacity) to the business and affairs of the Company. Employee shall perform his duties, responsibilities and functions to the Company hereunder to the best of his abilities in a diligent, trustworthy, professional and efficient manner, shall promote the interests of the Company and shall comply with the Company's policies and procedures in all material respects.
- (c) During the Employment Period, Employee agrees not to (i) solely or jointly with others undertake or join any planning for or organization of any business activity competitive with the business activities of the Company, and (ii) directly or indirectly, engage or participate in any other activities in conflict with the best interests of the Company.
- (d) Employee agrees that during the Employment Period Employee shall refer to the Company all opportunities in the pipeline pressure isolation tools and services industry to which Employee might become exposed in carrying out Employee's duties and responsibilities hereunder.

3. Compensation and Benefits.

(a) During the Employment Period, Employee's base initial salary shall be \$12,500 per month (as adjusted from time to time, the "Base Salary"), which salary shall be payable by the Company in regular installments in accordance with the Company's general payroll practices (in effect from time to time). For the months of November 2015 through March 2016, inclusive, your monthly Base Salary shall be \$15,000 per month. Starting and including April 2016 and thereafter your monthly Base Salary shall be \$13,000. The Board (or a compensation committee of the Board) shall review Employee's Base Salary annually according to company policy beginning for the fiscal year 2017, to determine in its discretion whether it is appropriate to adjust Employee's Base Salary. In addition, beginning January 1, 2016 and during the remainder of the Employment Period, Employee shall be entitled to three weeks of vacation annually and three days of sick leave annually. Employee is considered a full-time exempt employee, but

PATENT REEL: 065985 FRAME: 0155 without benefits for calendar year 2015, but shall be paid for the period of time required to sail from Texas to Florida, not to exceed three weeks. In addition, Company shall reimburse Employee for the documented cost of hiring a person to sail Employee's boat from Florida to Texas, not to exceed \$9,000.

- (b) During the Employment Period, the Company shall reimburse Employee for all reasonable business expenses incurred by him in the course of performing his duties and responsibilities under this Agreement which are consistent with the Company's policies in effect from time to time with respect to business expenses, subject to the Company's requirements with respect to reporting and documentation of such expenses.
- (c) Beginning January 1, 2016, Employee shall be eligible to participate in the Company's benefits program, including health, dental and vision insurance, and its 401(k) program (once established), all according to Company's benefits policies and procedures.
- (d) Employee expects, and Company acknowledges the expectation, that Employee shall retire sometime between November 30, 2017, and November 30, 2018. Therefore, Employee agrees to remain in Houston as a full time employee for Company at least through November 30, 2017 unless agreed otherwise by PPIG.
- (c) All amounts payable to Employee as Base Salary hereunder shall be subject to all required and customary withholding by the Company.

4. Term.

- (a) The Employment Period shall begin on June 15, 2015, and shall continue thereafter (as may be modified from time to time by the parties hereto) unless and until the Company or Employee gives the other party written notice of termination, which notice shall be at least 15 days prior to the date of termination (unless the parties otherwise agree); provided that this agreement may be terminated by Employee except for Good Reason prior to November 30, 2017.
- Definitions. For purposes of this Agreement, the following terms shall have the meaning set forth below:
- (a) "Confidential Information" shall mean any trade secret or information possessed by the Company about pipeline pressure isolation or other tools and services and information relating to the business or affairs of the Company, including, without limitation, information relating to financial statements, customer identities, potential customers, employees, suppliers, potential acquisition targets, servicing methods, equipment, programs, strategies and information, analyses, profit margins or other proprietary information used by the Company in connection with its business; provided, however, that Confidential Information shall not include any information known by Employee prior to employment by the Company, or that is in the public domain or becomes known in the public domain through no wrongful act on the part of Employee. Notwithstanding the foregoing, if Employee has been requested or is required (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, Employee will promptly notify the Company of such request(s) so that the Company may seek an appropriate protective order or waive Employee's compliance with the provisions of this Agreement. Employee warrants that he will cooperate fully with the Company, at the Company's expense, in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, Employee is, nonetheless, in the reasonable opinion of its counsel, compelled to disclose Confidential Information or else stand liable for contempt or

suffer other censure or penalty, Employee may disclose such information pursuant to such request or requirement without liability hereunder.

- (b) "Disability" shall mean Employee's inability, without reasonable accommodation, to perform the essential duties, responsibilities and functions of his position with the Company for a period or periods aggregating 90 days (or such other period as may be required by law) in any twelve-month period as a result of any mental or physical illness, disability or incapacity, unless Employee is granted a leave of absence by the Board (or the compensation committee thereof). Employee shall cooperate in all respects with the Company if a question arises as to whether he has become disabled (including, without limitation, submitting to an examination by a medical doctor or other health care specialists selected by the Company and authorizing such medical doctor or such other health care specialist to discuss Employee's condition with the Company).
- (c) "Good Reason" shall mean if Employee resigns from employment with the Company as a result of one or more of the following reasons: (i) the Company reduces the amount of the Base Salary without Employee's consent, except in connection with a general reduction by the Company of salaries of similarly situated employees, or (ii) the Company engages in any practices which are either illegal or cause Employee to incur liability or impugn Employee's integrity, or (iii) the Company changes Employee's place of work to a location more than 30 miles from his then place of work without Employee's prior consent; provided that no resignation hereunder shall constitute resignation for Good Reason unless: (A) Employee gives written notice of the event constituting Good Reason within 15 days of the occurrence of such event, and (B) the Company fails to cure such event, if curable, within 10 days of the receipt of such notice.

6. Confidential Information.

- (a) Both parties acknowledge that the Company will, during the Employment Period, provide Employee with access to Confidential Information owned by the Company and that is used in the operation of the Company's business as reasonably necessary to allow Employee to perform Employee's obligations hereunder. Employee acknowledges that the Company has agreed to provide Employee with a definite term of employment and with access to such Confidential Information of the Company during that term of employment.
- (b) During the Employment Period and thereafter, Employee shall keep secret and retain in strictest confidence, and shall not, without the prior written consent of the CEO or the Board, furnish, make available or disclose to any third party or use for the benefit of himself or any third party, any Confidential Information. Employee agrees to deliver to the Company at the termination of Employee's employment, or at any other time the Company may request, all memoranda, notes, plans, records, reports and other documents (and copies thereof) relating to the business of the Company or other forms of Confidential Information which Employee may then possess or have under Employee's control, as well as any all property of the Company in Employee's possession or control.
- (c) In the event that Employee or any of his representatives are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information, Employee will notify the Company immediately so that the Company may seek a protective order or other appropriate remedy. In the event that no such protective order or other remedy is obtained, or that the Company waives compliance with the terms of paragraph 6, Employee or the representative will furnish only that portion of the Confidential Information which Employee or the representatives are reasonably advised in writing by counsel is legally required and will exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded the Confidential Information.

(d) Such Confidential Information is and shall remain the sole and exclusive property and proprietary information of the Company or its customers, as the case may be, and is disclosed in confidence by the Company or permitted to be acquired from such customers in reliance on Employee's agreement to maintain such Confidential Information in confidence and not to use or disclose such Confidential Information to any other person except in furtherance of the Company's business.

7. <u>Inventions and Creations Belong to the Company.</u>

- (a) Any and all inventions, discoveries, improvements or creations (collectively, "Creations") which Employee has conceived or made or may conceive or make during the Employment Period in any way, directly or indirectly, connected with the Company's business shall be the sole and exclusive property of the Company. Employee agrees that all patentable, copyrightable or otherwise protectable works created by Employee or under the Company's direction in connection with the Company's business are "works made for hire" and shall be the sole and complete property of the Company and that any and all copyrights, patents or other protectable interest to such works shall belong to the Company. To the extent any of the works described in the preceding sentence are not deemed to be "works made for hire," Employee hereby assigns all proprietary rights, including copyright and patent, in these works to the Company without further compensation.
- (b) Employee further agrees to (i) disclose promptly to the Company all such Creations which Employee has made or may make solely, jointly or commonly with others during the Employment Period to the extent connected with the Company's business, (ii) assign all such Creations to the Company, and (iii) execute and sign any and all applications, assignments or other instruments which the Company may deem necessary in order to enable the Company, at its expense, to apply for, prosecute and obtain copyrights, patents or other proprietary rights in the United States and foreign countries or in order to transfer to the Company all right, title and interest in said Creations.
- 8. <u>Effect on Termination</u>. If, for any reason, Employee's employment with the Company shall terminate, then, notwithstanding such termination, those provisions which must remain in effect in order for the parties' intent to be effectuated shall remain in full force and effect.
- 9. Non-Exclusive Remedy for Restrictive Covenants. Employee acknowledges and agrees that the covenants set forth in paragraph 6 of this Agreement (the "Restrictive Covenants") are reasonable and necessary for the protection of the Company's business interests, that irreparable injury will result to the Company if Employee breaches any of the terms of the Restrictive Covenants, and that in the event of Employee's actual or threatened breach or non-performance of any of the Restrictive Covenants, the Company will have no adequate remedy at law. Employee accordingly agrees that in the event of any actual or threatened breach or non-performance by Employee of any of the Restrictive Covenants, the Company shall be entitled to injunctive and other equitable relief from any court of competent jurisdiction, without the necessity of showing actual monetary damages or the posting of a bond or other security.
- 10. Governing Law and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. The venue for all legal or equitable actions shall be Harris County, Texas.
- 11. <u>Notices</u>. Any notice, demand or request which may be permitted, required or desired to be given in connection therewith shall be given in writing and directed to Employer and Employee as follows:

If to the Company, at:

21233 FM 529

Cypress TX 77433

Attention: Kenneth Breaux

or, if to Employee, at:

Scott Buckley

Katy, Texas

Notices shall be deemed properly delivered and received when and if either: (i) personally delivered; (ii) delivered by nationally-recognized overnight courier; or (iii) when deposited in the U.S. Mail, by registered or certified mail, return receipt requested, postage prepaid. Any party may change its notice address for purposes hereof to any address within the continental United States by giving written notice of such change to the other parties hereto at least fifteen days prior to the intended effective date of such change

- 12. Severability. If any provision of this Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, the Company and Employee shall promptly meet and negotiate substitute provisions for those rendered or declared illegal or unenforceable, but all the remaining provisions of this Agreement shall remain in full force and effect.
- 13. Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Employee, the Company and their respective heirs, executors, administrators, successors and assigns, except that Employee may not assign his rights or delegate his duties or obligations hereunder without the prior written consent of the Company.
- 14. Entire Agreement; Amendment. This Agreement constitutes the entire agreement and understanding between the parties hereto relating to the subject matter of this Agreement and supersedes any prior agreement and understanding (whether oral or written) relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

Pipeline Pressure Isolation Group, LLC

Title:

Kdy, TX