

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT8389330

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID MILLER	02/14/2014
RECEIVING PARTY DATA	
Name:	ENOVATE MEDICAL, LLC
Street Address:	1152 PARK AVE.
City:	MURFREESBORO
State/Country:	TENNESSEE
Postal Code:	37129
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	10304304
Patent Number:	9734682
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>	
Phone:	615-850-8136
Email:	matt.cox@hkclaw.com
Correspondent Name:	MATTHEW C. COX
Address Line 1:	511 UNION STREET
Address Line 2:	SUITE 2700
Address Line 4:	NASHVILLE, TENNESSEE 37219
ATTORNEY DOCKET NUMBER:	825798.56891
NAME OF SUBMITTER:	MATTHEW C. COX
SIGNATURE:	/Matthew C. Cox/
DATE SIGNED:	01/18/2024
Total Attachments: 6	
source=REDACTED - David R. Miller Employment Agreement with IP Assignment_Redacted#page1.tif	
source=REDACTED - David R. Miller Employment Agreement with IP Assignment_Redacted#page2.tif	
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Terms of Employment

As a condition of my employment with Enovate Medical, LLC, a Delaware limited liability company (the "Company"), receipt of compensation now and hereafter paid by Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree to the following Terms of Employment (the "Agreement"):

1. Employment at Will

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term, and that such employment may be terminated at any time, with or without notice, either by me or by Company, for any or no reason whatsoever, and I hereby waive and disclaim any express or implied covenants to the contrary. In accepting employment by Company, I have not relied and will not rely on any statements or representations, whether oral or in writing, by any officers, employees, or agents of Company concerning the duration or term of employment, grounds and procedures for discharge or termination of employment, or any other terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of Company. I further understand that the provisions of any employee handbooks, personnel manuals, and any and all other written statements of or regarding personnel policies, practices, or procedures that are or may be issued by Company or any official or department thereof from time to time do not and shall not constitute a contract of employment and create no vested rights; that any such provisions may be changed, revised, modified, suspended, cancelled, or eliminated by Company at any time without notice; and that they constitute guidelines only and may be disregarded either in Individual or Company-wide situations when, in the sole opinion and judgment of Company, circumstances so require.

2. Confidential Information

- A. Company Information. I agree at all times during the term of employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of Company, or to disclose or divulge except (i) as required in connection with the performance of my duties for Company, or (ii) to the extent required by law (but only after I have provided Company with reasonable notice and opportunity to take action against any legally required disclosure), to any person, firm, or corporation, without written authorization of Company, the Confidential Information of Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer or vendor lists (including, but not limited to, customers of or vendors to Company on whom I call or with whom I become acquainted during the term of my employment), prospective customer names, software, developments, inventions, processes, formulas, technology, designs and design projects, drawings, engineering, computer hardware and hardware configuration information, financial statements and projections relating to Company, pricing policies, operational methods, methods of doing business, marketing, financial or other business information disclosed to me by Company either directly or indirectly in writing, orally, or by drawings or observation of parts or equipment. Company acknowledges that Confidential Information does not include any of the foregoing items which have become publicly known and

made generally available through no wrongful act of me or of others who were under confidentiality obligations as to the item or items involved.

B.

C.

3. Assignment of Developments/Maintenance of Records

All inventions, modifications, discoveries, designs, developments, improvements, processes, software programs, works of authorship, documentation, formulae, data, techniques, know-how, secrets, or intellectual property rights or any interest therein made by me, either alone or in conjunction with others, at any time or at any place during the term of my employment with Company, whether or not reduced to writing or practice during such period of employment, which (i) relate to any business in which Company is engaged or in which Company intends to engage, (ii) were made using any Company property or facilities, or (iii) were made by me, either solely or in conjunction with others, during working hours, (the "Developments") shall be and hereby are the exclusive property of Company without any further compensation to me. In addition, without limiting the generality of the prior sentence, all Developments which are copyrightable work by me are intended to be "work 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 Company. I shall promptly disclose any Developments to Company. If any Development is not the property of Company by operation of law, this Agreement or otherwise, I shall, and hereby do, assign to Company all right, title and interest in such Development, without further consideration.

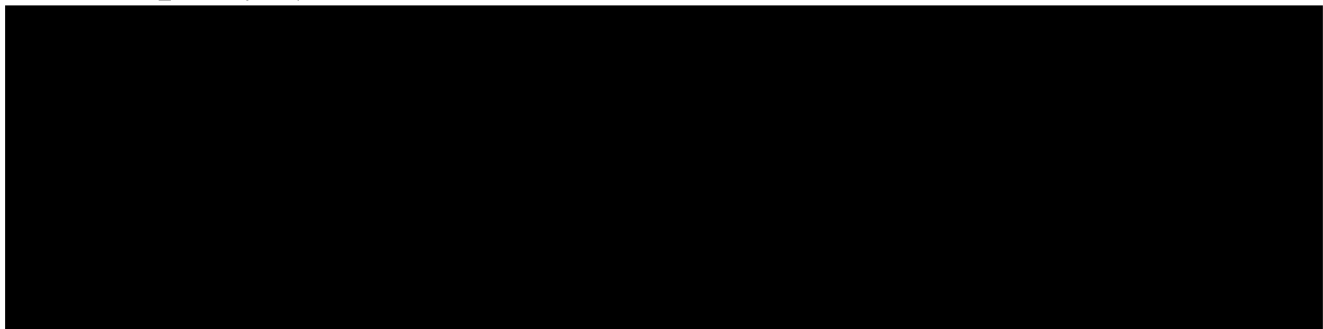
I agree to assist Company, or its designee, at Company's expense, in every way to secure Company's rights in the Developments and any copyrights, patents, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments which Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to such Developments, and any copyrights, patents, mask work rights, or other intellectual property rights relating thereto. I agree that the obligation to execute or cause to be executed, when it is in my power to do so, and such instrument or papers shall continue after the termination of my employment. If Company is unable to secure my signature due to my mental or physical incapacity, my death, or if I am otherwise unavailable or unable to sign or to apply for or pursue any application for any United States or foreign patents or for copyright registrations covering Developments or original works of authorship assigned to Company as above, then I hereby irrevocably designate and appoint Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other

lawfully permitted acts to further the prosecution and issuance of letters or patent or copyright registrations thereon with the same legal force and effect as if executed by me.

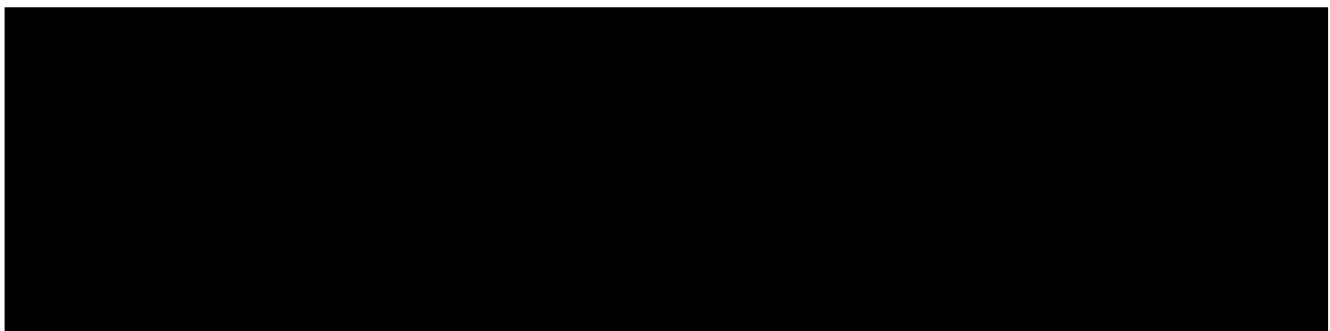
4. Conflicting Employment and Agreements



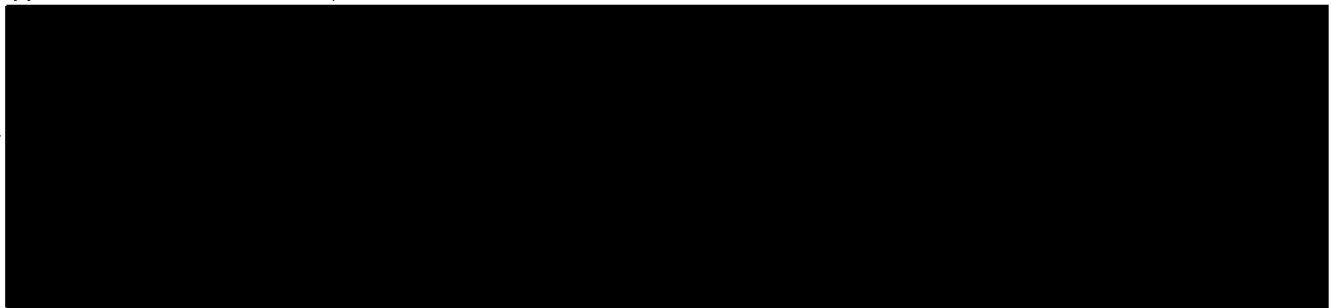
5. Returning Company Documents and Property



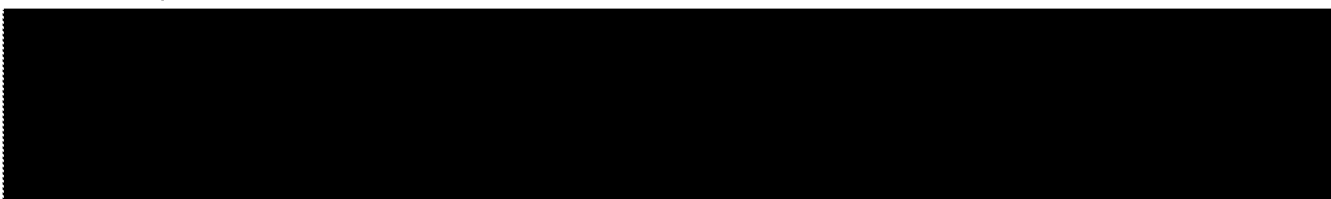
6. Notification of New Employer



7. Nonsolicitation of Employees



8. Noncompetition





9. Nonsolicitation of Customers



10. Other Policies

I agree to comply with all Company policies, rules, and procedures that are generally applicable to Company employees.

11. Equitable Relief

I agree that it would be impossible or inadequate to measure and calculate Company's damages from any breach of the covenants set forth in Sections 2, 3, 4, 5, 7, 8, and 9 herein. Accordingly, I agree that upon breach of any of such Sections, Company will have available, in addition to any other right or remedy available, the right to obtain an injunction or such other equitable relief as may be required from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of the terms of this Agreement. Such relief shall be in addition to, and not as an alternative to, any other remedies available to Company at law or in equity. I further agree that no bond or other surety shall be required in order to obtain such relief, and I hereby consent to the issuance of such injunction and to any order of specific performance. In addition, I agree that if Company prevails in any action to enforce its rights under this Agreement, I shall be obligated to pay the reasonable attorneys' fees and costs incurred by Company in connection with its efforts to enforce its rights under this Agreement. I further agree that if I violate any provision of this Agreement, the period of the applicable provision shall be extended by the period of time during which such violation occurred.

12. General Provisions

- A. Governing Law; Consent to Personal Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Tennessee applicable to agreements executed and to be performed solely within the state, and, by execution and delivery of this Agreement, each of the parties hereby expressly consents to the personal jurisdiction of the state and federal courts located herein for any lawsuit filed there by Company arising from or relating to my employment, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each party acknowledges and agrees that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and therefore each party hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation arising directly or indirectly out of this Agreement.
- B. Entire Agreement; Waiver; Modification. This Agreement sets forth the entire agreement and understanding between Company and me relating to the subject matter herein and supersedes all

prior agreements, discussions and understandings between us. Any waiver by Company of a breach of any provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach hereof. No delay or omission by Company in exercising any right under this Agreement shall operate as a waiver of that or any other right. No modification of or amendment to this Agreement nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation or other terms or conditions of employment will not affect the validity or scope of this Agreement. This Agreement supersedes all prior agreements, whether written or oral, with respect to the subject matter hereof.

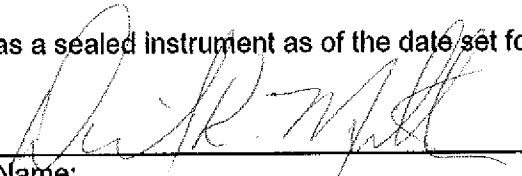
- C. Severability. This Agreement shall be interpreted so as to be effective and valid under applicable law, but if one or more of the clauses in this Agreement are deemed unenforceable, then the remaining clauses will continue in full force and effect. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographic scope, activity, or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent permitted by applicable law.
- D. Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of Company, its successors, and its assigns. I acknowledge and agree that this Agreement may be assigned by Company without further consent by me (including but not limited to any successor to Company following a sale, merger, or other similar transaction) but that my rights and obligations hereunder are personal and may not be assigned by me. For all purposes of this Agreement, references to "Company" shall be deemed to include all predecessor and successor entities.

13. Acknowledgements

I acknowledge that I have had a reasonable period to read, understand, and consider this Agreement, that I have read and understand all of its terms, that I have been given time and opportunity to seek legal counsel regarding this Agreement, that I am entering into and signing this Agreement knowingly and voluntarily, and that in doing so, I am not relying upon any statements or representations by Company or its agents. I understand, accept and agree to the objectives and goals of this Agreement and acknowledge the important and valuable interests of Company (including but not limited to its Confidential Information, customer relationships, and employee relationships) to be protected by this Agreement. The duration, geographical scope, and subject matter of the restrictions in this Agreement are reasonable and necessary to protect the goodwill, customer relationships, legitimate business interests, and Confidential Information of Company. I will be able to earn a satisfactory livelihood without violating this Agreement.

IN WITNESS WHEREOF, I have executed this Agreement as a sealed instrument as of the date set forth below.

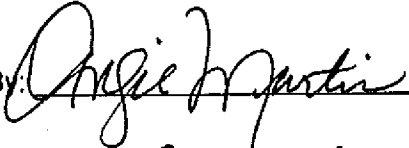
Dated: 2/14/2014


Name: _____

Agreed to and Accepted:

David Miller

Enovate Medical

By:  HR Generalist
(title)

Dated: 2-14-14