

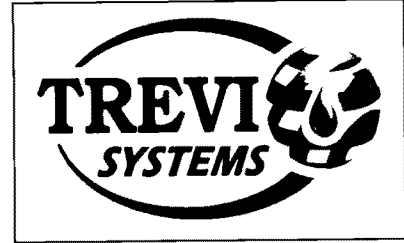
<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PAT1129114

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Qiang WEI	08/21/2014
Elliott BAKER	05/06/2015
Gary CARMIGNANI	08/29/2011
<b>RECEIVING PARTY DATA</b>	
<b>Company Name:</b>	Trevi Systems, Inc.
<b>Street Address:</b>	1500 Valley House Dr
<b>Internal Address:</b>	Suite 130
<b>City:</b>	Rohnert Park
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94928
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16487055
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	2027838383
<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>	2026268393
<b>Email:</b>	patentdocketing@polsinelli.com,kschwind@polsinelli.com
<b>Correspondent Name:</b>	Kara Schwind
<b>Address Line 1:</b>	P.O BOX 140310
<b>Address Line 4:</b>	Kansas City , MISSOURI 64114-0310
<b>ATTORNEY DOCKET NUMBER:</b>	085196-631140
<b>NAME OF SUBMITTER:</b>	MS. Kara Schwind
<b>SIGNATURE:</b>	MS. Kara Schwind
<b>DATE SIGNED:</b>	03/28/2024
<b>Total Attachments: 31</b>	
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source=Offer Letter - Elliott S Baker#page11.tif



May 6, 2015

Mr. Elliott S. Baker  
1820 Santa Clara Ave.  
Apt. 202  
Alameda, CA 94501

Dear Elliott,

Trevi Systems, Inc. (the "**Company**") is pleased to offer you employment on the following terms:

1. **Position.** Your title will be Materials Engineer, and you will report to Qiang Wei. You agree to perform the duties of your position and such other duties as reasonably may be assigned to you from time to time. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with your duties to the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

a. **Starting Date.** It is expected that your employment will begin on June 22, 2015, or such other date, as mutually agreed by you and the Company (the "Start Date").

2. **Compensation.** The Company will pay you a starting salary at the rate of Eighty Five Thousand Dollars: (\$85,000) per year, payable in accordance with the Company's standard payroll schedule. Your salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

3. **Employee Benefits.** The Company has the following benefit plans: medical, dental, vision, long-term disability, life insurance and accidental death and dismemberment. You will be eligible for these employee benefits on the first day of the month following your start date. As a regular, full-time employee of the Company, you will be entitled to paid vacation in accordance with the Company's vacation policy, as in effect from time to time.

4. **Expenses.** You will be reimbursed for reasonable legitimate business expenses incurred in the performance of your duties in accordance with the Company's expense reimbursement policies, as in effect from time to time.

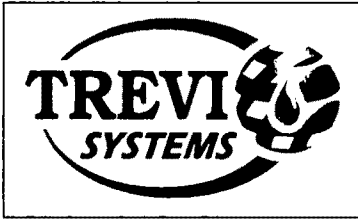
5. **Stock Grant.** Following execution of this letter agreement, we will recommend to the Board of Directors of the Company that you be granted an option to purchase up to Fifteen Thousand (15,000) shares of Common Stock of the Company under the Company's 2011 Equity Incentive Plan (the "**Plan**"). The exercise price per share will be equal to the fair market value per share on the date the Board approves such grant or on your first day of employment, whichever is later. The shares will be subject to the terms and conditions applicable to shares granted under the Plan, as described in and subject to the Plan and the applicable stock option or purchase agreement. Subject to your continued employment and the terms and conditions of the Plan and applicable agreement, twenty-five percent (25%) of the shares will vest and become exercisable twelve (12) months following your first date of employment, and the balance will vest and become exercisable in equal monthly installments over the next thirty-six (36) months of continuous service, as described in the applicable stock purchase agreement.

**With respect to the foregoing, the grant of the opportunity to purchase such shares is subject to approval by the Company's Board of Directors and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company.**

6. **Confidentiality and No Inconsistent Obligations.** By accepting this offer of employment, you represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations set forth in this letter. You also represent and warrant that you will not use or disclose, in connection with your employment by the Company, any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest, and that your employment by the Company will not infringe upon or violate the rights of any other person or entity. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. You represent and warrant to the Company that you have returned all property and confidential information relating to any prior employers.

As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard "Employee Invention Assignment and Confidentiality Agreement" attached hereto as Exhibit A as a condition of your employment.

During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed



1 Willow Brook Court  
Suite 140  
Petaluma CA 94954

August 1, 2011

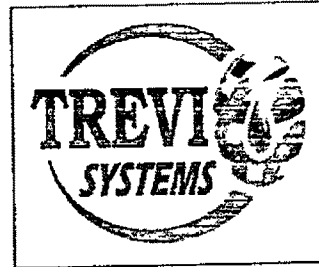
Gary Carmignani  
11 Fitzpatrick Lane  
Occidental CA 95465

Dear Gary,

On behalf of Trevi Systems, Inc. (the "Company"), I am very pleased to offer you the position of Chief Science Officer (CSO).

The terms of your new position with the Company are as set forth below:

1. **Position.** You will serve as Chief Science Officer of the Company reporting to the Chief Executive Officer. You agree to perform the duties of your position and such other duties as reasonably may be assigned to you from time to time, which shall be consistent with those duties normally required of a Chief Science Officer. You also agree that, while employed by the Company, you will devote your full business time and your best efforts, business judgment, skill and knowledge exclusively to the advancement of the business and interests of the Company and to the discharge of your duties and responsibilities for it.
  - (a) **Starting Date.** It is expected that your employment will begin on August 1st, 2011, or such date, as mutually agreed by you and the Company (the "Start Date").
2. **Compensation and Benefits.** During your employment, as compensation for all services performed by you for the Company and subject to your performance of your duties and responsibilities for the Company, pursuant to this letter agreement, the Company will provide you with the following pay and benefits:
  - (a) **Base Salary.** The Company will pay you a base salary at the rate of \$10,000 per month (\$120,000 per year), payable in accordance with the regular payroll practices of the Company for its executives, as in effect from time to time, and subject to increase, from time to time by the Board in its discretion ("Base Salary").



August 19, 2014

Qiang Wei  
Las Vegas, New Mexico 87701

Dear Qiang:

Trevi Systems, Inc. (the "*Company*") is pleased to offer you employment on the following terms:

1. **Position.** Your title will be Senior Engineer, and you will report to Gary Carmignani. You agree to perform the duties of your position and such other duties as reasonably may be assigned to you from time to time. While you render services to the Company, you will not engage in any other employment, consulting or other business activity (whether full-time or part-time) that would create a conflict of interest with your duties to the Company. By signing this letter agreement, you confirm to the Company that you have no contractual commitments or other legal obligations that would prohibit you from performing your duties for the Company.

a. **Starting Date.** It is expected that your employment will begin on or before September 1, 2014, or such other date, as mutually agreed by you and the Company (the "Start Date").

2. **Compensation.** The Company will pay you a starting salary at the rate of One Hundred Twenty-Five Thousand Dollars: (\$125,000) per year, payable in accordance with the Company's standard payroll schedule. Your salary will be subject to adjustment pursuant to the Company's employee compensation policies in effect from time to time.

3. **Employee Benefits.** The Company has the following benefit plans: medical, dental, vision, long-term disability, life insurance and accidental death and dismemberment. You will be eligible for these employee benefits on the first day of the month following your start date. As a regular, full-time employee of the Company, you will be entitled to paid vacation in accordance with the Company's vacation policy, as in effect from time to time.

Trevi Systems, Inc. 3 Howbrook Court Suite 50, Petaluma, CA 94954  
707 712 2111 www.trevi-systems.com

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(b) **Bonus Program.** You will be eligible for an annual bonus determined by the Board of Directors in its discretion at such time as a bonus plan is instituted by the Board.

(c) **Stock:** In connection with the commencement of your employment, the Company will grant you an option to purchase 1,000,000 shares of Common Stock, ("Founders Stock") with a price equal to 0.001c/share.

(d) **Medical Benefits.** The Company presently does not have medical and dental insurance benefits as available to employees as the number of employees at Trevi falls below the minimum plan size. At such time, as determined by the board, that Trevi qualifies for medical, a comprehensive medical and dental plan will be established.

(e) **401K Plan.** The Company will establish a 401K retirement annuity program once the company size justifies it.

(f) **Paid Time Off.** You will earn vacation consistent with the Company's vacation policy offered to other employees of the Company which includes up to 10 federal holidays and three weeks personal vacation time per year.

3. **At-Will Employment.** Your employment with the Company shall be for no specified period or term and may be terminated by you or by the Company at any time for any or no reason, with or without Cause, as long as written notice is provided the Company that you provide thirty (30) days written notice of your intention to resign. The "at-will" nature of your employment shall remain unchanged during your tenure as an employee of the Company and may only be changed by an express written agreement that is signed by you and by the CEO.
4. **Termination of Employment.** If you resign your employment with the Company or if the Company terminates your employment for Cause, at any time, you will receive your base salary, as well as any accrued but unused vacation (if applicable), earned through the effective resignation or termination date, and no additional compensation. If the Company terminates your employment for any reason other than Cause, it will give you written notice of termination, any base salary and accrued but unused vacation that is earned through the effective termination date, and, conditioned on your (a) signing and not revoking a release of any and all claims, in a form prescribed by the Company, (b) returning to the Company all of its property and confidential information that is in your possession, you will receive the following: (i) continuation of your base salary for 1 month (30 days) beyond the effective termination date, payable in accordance with the regular payroll practices of the Company, provided that this payment will be terminated as of the date you commence employment with another employer; and (ii) if you elect to continue your health insurance coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA") following the termination of your employment, then the Company shall pay your monthly premium under COBRA for 1 month (30 days) following the effective termination date. You will notify the Company in writing within 5 days of your receipt of an offer of employment with any entity other than the Company, and

business of the Company. You represent that by signing this offer letter, agreement(s) concerning stock granted to you, if any, under the Plan, and the Company's Employee Invention Assignment and Confidentiality Agreement and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

7. **Employment Relationship and At-Will Employment.** Your employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any or no reason, with or without Cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and by the Chief Executive Officer.

8. **Withholding Taxes.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

9. **Interpretation, Amendment and Enforcement.** This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "**Disputes**") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco and Sonoma County in connection with any Dispute or any claim related to any Dispute.

\* \* \* \* \*



4. **Expenses.** You will be reimbursed for reasonable legitimate business expenses incurred in the performance of your duties in accordance with the Company's expense reimbursement policies, as in effect from time to time.

5. **Relocation.** You will be reimbursed up to a maximum amount of Twelve Thousand Dollars (\$12,000) for actual, reasonable and legitimate expenses you incur to move your household goods and for temporary living expenses up to thirty (30) days. You will need to submit receipts to receive reimbursement. This offer for relocation must be used within the first eighteen (18) months of your employment with the Company, or it expires and will not be paid out as compensation.

6. **Stock Grant.** Following execution of this letter agreement, we will recommend to the Board of Directors of the Company that you be granted an option to purchase up to Ten Thousand (10,000) shares of Common Stock of the Company under the Company's 2011 Equity Incentive Plan (the "**Plan**"). The exercise price per share will be equal to the fair market value per share on the date the Board approves such grant or on your first day of employment, whichever is later. The shares will be subject to the terms and conditions applicable to shares granted under the Plan, as described in and subject to the Plan and the applicable stock option or purchase agreement. Subject to your continued employment and the terms and conditions of the Plan and applicable agreement, twenty-five percent (25%) of the shares will vest and become exercisable twelve (12) months following your first date of employment, and the balance will vest and become exercisable in equal monthly installments over the next thirty-six (36) months of continuous service, as described in the applicable stock purchase agreement.

**With respect to the foregoing, the grant of the opportunity to purchase such shares is subject to approval by the Company's Board of Directors and this promise to recommend such approval is not a promise of compensation and is not intended to create any obligation on the part of the Company.**

7. **Confidentiality and No Inconsistent Obligations.** By accepting this offer of employment, you represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations set forth in this letter. You also represent and warrant that you will not use or disclose, in connection with your employment by the Company, any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest, and that your employment by the Company will not infringe upon or violate the rights of any other person or entity. We wish to impress upon you that we do not want you to, and we hereby direct you not to, bring with you any confidential or proprietary material of any former employer or to violate any other obligations you may have to any former employer. You represent and warrant to the Company that you have returned all property and confidential information relating to any prior employers.

As an employee of the Company, you will have access to certain confidential information of the Company and you may, during the course of your employment, develop certain information or inventions that will be the property of the Company. To protect the interests of the Company, you will need to sign the Company's standard "Employee Invention Assignment and Confidentiality Agreement" attached hereto as Exhibit A as a condition of your employment.

Trevis Systems, Inc. 1 W. Redbrook Court, Suite 140, Petaluma, CA 94954  
707-792-2008 www.trevisystems.com

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will accordingly identify the date upon which you will commence employment in such writing. This salary continuance is meant to be provided to you as you actively seek future employment and as noted will cease once you have secured such employment.

For all purposes under this Agreement, a termination for "Cause" shall mean a determination by the Board that your employment be terminated for any of the following reasons: (i) failure or refusal to comply in any material respect with lawful policies, standards or regulations of Company; (ii) a violation of a federal or state law or regulation applicable to the business of the Company; (iii) conviction or plea of no contest to a felony under the laws of the United States or any State; (iv) fraud or misappropriation of property belonging to the Company or its affiliates; (v) non-performance, non-compliance or interference with the other party's performance of the terms of any confidentiality, invention assignment or proprietary information agreement with the Company or with a former employer, (vi) your failure to satisfactorily perform your duties after having received written notice of such failure and at least thirty (30) days to cure such failure, or (vii) your misconduct or gross negligence in connection with the performance of your duties.

5. Change of Control. If, during your employment with the Company, there is a Change of Control event, and the Company terminates your employment without Cause or you are Constructively Terminated within six months of that event, then you will be eligible to receive the benefits provided in Section 6.

"Constructive Termination" shall mean a resignation of your employment within 30 days of the occurrence of any of the following events which occurs within 6 months following a Change of Control: (i) a material reduction in your responsibilities; (ii) a material reduction in your base salary, unless such reduction in your base salary is comparable in percentage to, and is part of, a reduction in the base salary of all executive officers of the Company; or (iii) a relocation of your principal office to a location more than 50 miles from the location of your principal office immediately preceding a Change of Control.

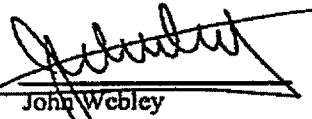
"Change of Control" shall be defined as (i) merger, reorganization, consolidation or other acquisition (or series of related transactions of such nature) pursuant to which more than fifty percent (50%) of the voting power of all equity of the Company would be transferred by the holders of the Company's outstanding shares (excluding a reincorporation to effect a change in domicile); (ii) a sale of all or substantially all of the assets of the Company; or (iii) any other transaction or series of transactions, in which the Company's stockholders immediately prior to such transaction or transactions own immediately after such transaction less than 50% of the voting equity securities of the surviving corporation or its parent.

6. Termination Benefits: Payment equal to 2 months salary and 25% of any remaining unvested stock options that the board granted during the term of the employment will receive accelerated vesting.

We hope that you will accept our offer to join the Company on the terms of this letter. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Employee Invention Assignment and Confidentiality Agreement and Prior Inventions Agreement and returning them to me. This letter agreement, together with the Employee Confidentiality Agreement and any stock purchase agreements, sets forth our entire agreement and understanding regarding the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This offer, if not accepted, will expire at the close of business on May 13, 2015. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States.

Very truly yours,

TREVI SYSTEMS, INC.

By:   
John Webley

Title: President and CEO

I have read and accept this employment offer:

  
Signature of Employee

Dated: 5-6-15

**Attachment**

Exhibit A: Employee Invention Assignment and Confidentiality Agreement  
Exhibit A-1: List of Prior Inventions and Original Works of Authorship

During the period that you render services to the Company, you agree to not engage in any employment, business or activity that is in any way competitive with the business or proposed business of the Company. You will disclose to the Company in writing any other gainful employment, business or activity that you are currently associated with or participate in that competes with the Company. You will not assist any other person or organization in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. You represent that by signing this offer letter, agreement(s) concerning stock granted to you, if any, under the Plan, and the Company's Employee Invention Assignment and Confidentiality Agreement and your commencement of employment with the Company will not violate any agreement currently in place between yourself and current or past employers.

8. **Employment Relationship and At-Will Employment.** Your employment with the Company is for no specific period of time. Your employment with the Company will be "at will," meaning that either you or the Company may terminate your employment at any time and for any or no reason, with or without Cause. Any contrary representations that may have been made to you are superseded by this letter agreement. This is the full and complete agreement between you and the Company on this term. Although your job duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of your employment may only be changed in an express written agreement signed by you and by the Chief Executive Officer.

9. **Withholding Taxes.** All forms of compensation referred to in this letter agreement are subject to reduction to reflect applicable withholding and payroll taxes and other deductions required by law.

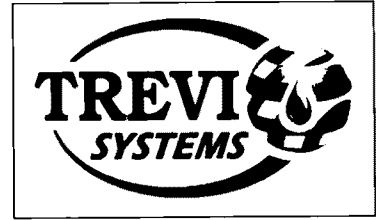
10. **Interpretation, Amendment and Enforcement.** This letter agreement and Exhibit A constitute the complete agreement between you and the Company, contain all of the terms of your employment with the Company and supersede any prior agreements, representations or understandings (whether written, oral or implied) between you and the Company. This letter agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company. The terms of this letter agreement and the resolution of any disputes as to the meaning, effect, performance or validity of this letter agreement or arising out of, related to, or in any way connected with, this letter agreement, your employment with the Company or any other relationship between you and the Company (the "*Disputes*") will be governed by California law, excluding laws relating to conflicts or choice of law. You and the Company submit to the exclusive personal jurisdiction of the federal and state courts located in San Francisco and Sonoma County in connection with any Dispute or any claim related to any Dispute.

\* \* \* \* \*

- 7 Confidential Information and Invention Assignment Agreement.** As an employee of the Company, you will have access to certain Company confidential information and you may during the course of your employment develop certain information or inventions, which will be the property of the Company. To protect the interest of the Company you will need to sign the Company's standard "Employee Confidentiality Agreement" as a condition of your employment, a copy of which is enclosed.
- 8 No Inconsistent Obligations.** By accepting this offer of employment, you represent and warrant to the Company that you are under no obligations or commitments, whether contractual or otherwise, that are inconsistent with your obligations set forth in this letter. You also represent and warrant that you will not use or disclose, in connection with your employment by the Company, any trade secrets or other proprietary information or intellectual property in which you or any other person has any right, title or interest, and that your employment by the Company will not infringe upon or violate the rights of any other person or entity. You represent and warrant to the Company that you have returned all property and confidential information relating to any prior employers.
- 9 Arbitration.** Any dispute or claim arising out of or in connection with this letter agreement will be finally settled by binding arbitration in an independent jurisdiction in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply California law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision.

We are delighted to be able to extend this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter the space provided below, and also sign the enclosed Employee Confidentiality Agreement, and return both to me. A duplicate original is enclosed for your records. This letter agreement, together with the Employee Confidentiality Agreement and any stock purchase agreements, sets forth our entire agreement and understanding regarding the terms of your employment with Company and supersedes any prior representations or agreements, whether written or oral (including that certain offer letter also dated as of the date hereof). This letter agreement may not be modified or amended except by a written agreement, signed by the CEO of the Company and by you.

This offer, if not accepted, will expire at close of business on August 30th, 2011.



## EXHIBIT A

### EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT

In consideration of, and as a condition of providing employment services ("**Employment**") to Trevi Systems, Inc., a Delaware corporation (the "**Company**"), I hereby represent to, and agree as follows:

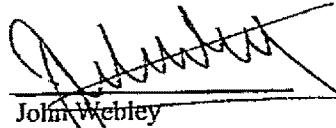
- 1) **Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined in Section 8 below), its rights in Inventions (as defined in Section 2 below) and in all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "**Agreement**") as a condition of my Employment with the Company, whether or not I am expected to create inventions of value for the Company.
- 2) **Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, designs and trade secrets that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my Employment, whether or not in the course of my Employment, and whether or not patentable, copyrightable or protectable as trade secrets (the "**Inventions**").
- 3) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A-1, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of my employment with the Company (collectively referred to as "**Prior Inventions**"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my Employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

We hope that you will accept our offer to join the Company on the terms of this letter. You may indicate your agreement with these terms and accept this offer by signing and dating both the enclosed duplicate original of this letter agreement and the enclosed Employee Invention Assignment and Confidentiality Agreement and Prior Inventions Agreement and returning them to me. This letter agreement, together with the Employee Confidentiality Agreement and any stock purchase agreements, sets forth our entire agreement and understanding regarding the terms of your employment with the Company and supersedes any prior representations or agreements, whether written or oral. This offer, if not accepted, will expire at the close of business on August 29, 2014. As required by law, your employment with the Company is contingent upon your providing legal proof of your identity and authorization to work in the United States.

Very truly yours,

TREVI SYSTEMS, INC.

By:



John Webley

Title: President and CEO

I have read and accept this employment offer:

  
\_\_\_\_\_  
Signature of Employee

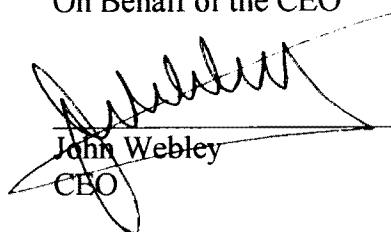
Dated: 08-21-2014

**Attachment**

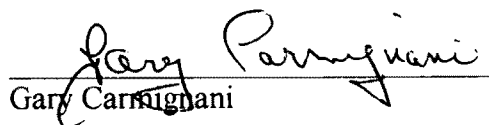
Exhibit A: Employee Invention Assignment and Confidentiality Agreement

Exhibit A-1: List of Prior Inventions and Original Works of Authorship

Sincerely,  
On Behalf of the CEO

  
\_\_\_\_\_  
John Webley  
CEO

Agreed and Accepted 8/29/2011, 2010

  
\_\_\_\_\_  
Gary Carrignani



- 4) **Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my Employment are “works for hire” under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company’s business or current or anticipated research and development (the “*Assigned Inventions*”), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.
- 5) **Labor Code Section 2870 Notice.** I have been notified and understand that the provisions of Sections 4 and 6 of this Agreement do not apply to any Assigned Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

***ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER’S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER’S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.***

- 6) **Assignment of Other Rights.** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (ii) any and all “Moral Rights” (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. “*Moral Rights*” mean any rights to

**EMPLOYEE INVENTION ASSIGNMENT AND CONFIDENTIALITY AGREEMENT**

In consideration of, and as a condition of my employment with Trevi Systems, Inc., a Delaware corporation (the "*Company*"), I hereby represent to, and agree with the Company as follows:

**Purpose of Agreement.** I understand that the Company is engaged in a continuous program of research, development, production and marketing in connection with its business and that it is critical for the Company to preserve and protect its Proprietary Information (as defined in Section 7 below), its rights in Inventions (as defined in Section 2 below) and in all related intellectual property rights. Accordingly, I am entering into this Employee Invention Assignment and Confidentiality Agreement (this "*Agreement*") as a condition of my employment with the Company, whether or not I am expected to create inventions of value for the Company.

**Disclosure of Inventions.** I will promptly disclose in confidence to the Company all inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, computer software programs, databases, mask works, designs and trade secrets that I make or conceive or first reduce to practice or create, either alone or jointly with others, during the period of my employment, whether or not in the course of my employment, and whether or not patentable, copyrightable or protectable as trade secrets (the "*Inventions*").

**Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to the commencement of my employment with the Company (collectively referred to as "*Prior Inventions*"), which belong solely to me or belong to me jointly with another, which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If, in the course of my employment with the Company, I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

## EMPLOYEE CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

between

**Santa Fe Science and Technology, Inc.,**

a New Mexico Corporation,

and

**Dr. Qiang Wei**

IN CONSIDERATION of the mutual promises and agreements provided for in this Employee Confidentiality and Noncompetition Agreement ("Agreement"), effective on the date subscribed ("Effective Date"), and in consideration of my employment by Santa Fe Science and Technology, Inc., a New Mexico corporation, ("Employer"), I agree and promise that:

1. **Duties.** As of the Effective Date of the Agreement, I have not agreed to become an employee of Employer. Provisions in this Agreement, therefore, reciting my employment are preliminary in nature and will become effective only on the date that a written amendment to this Agreement is signed by me and by Employer providing that I have become an Employee as provided in this Agreement. My duties, responsibilities and requirements to maintain confidentiality and to refrain from competing with Employer are, however, effective and binding on me on the Effective Date of this Agreement. Subject to the foregoing, therefore, I accept employment with Employer. I acknowledge that as an employee of Employer ("Employee") I have a duty of loyalty to Employer, and that I am an employee at will. I will devote significant business time, attention, and ability to the business of Employer. The amount of time I will devote to the business of the Employer, and the scope of the work I agree to perform on behalf of the Employer, are described in the Scope of Work attached to this Agreement as Exhibit A.

2. **Compensation.** I will be paid a salary at a level determined by Employer from time to time, and may receive benefits in accordance with Employer's plans and policies. I acknowledge that Employer benefit plans, if any, and policies for Employees that may be set forth in employee manuals of Employer, are subject to change without prior notice. Employer will withhold from amounts to be paid to me federal and state withholding, payroll deductions, and other required withholdings and deductions.

3. **Employee at Will.** Employee acknowledges that Employee is an employee at will and that employee's employment with Employer is for an indefinite duration and may be terminated at any time, for any reason or no reason.

4. **Confidentiality.** As used in this Agreement:

a.) "Proposal" means without limitation any information about any actual or proposed business undertaking by Employer ("Project") for or on behalf of the Employer or for or on behalf of any actual or proposed third party to which Employer may provide services or products ("Customer");

b.) "Materials" means without limitation all copies of any Proposal, drawings, graphics, and any other electronic, written and visual representations comprising works of authorship and work product by Employer or Employee used in connection with or developed during work for Employer;

c.) "Intellectual Property Rights" means any and all rights, titles and interests throughout the world in all know-how, trademarks, copyrights, trade secrets, patentable subject matter, and all other property and proprietary rights in connection with any Project and any Materials;

d.) "Party" means either Employer or Employee, and "Parties" means both Employer and Employee;

**Work for Hire; Assignment of Inventions.** I acknowledge and agree that any copyrightable works prepared by me within the scope of my employment are "works for hire" under the Copyright Act and that the Company will be considered the author and owner of such copyrightable works. I agree that all Inventions that (i) are developed using equipment, supplies, facilities or trade secrets of the Company, (ii) result from work performed by me for the Company, or (iii) relate to the Company's business or current or anticipated research and development (the "*Assigned Inventions*"), will be the sole and exclusive property of the Company and are hereby irrevocably assigned by me to the Company.

**Labor Code Section 2870 Notice.** I have been notified and understand that the provisions of Sections 3 and 5 of this Agreement do not apply to any Assigned Invention that qualifies fully under the provisions of Section 2870 of the California Labor Code, which states as follows:

***ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUAL OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER; OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.***

**Assignment of Other Rights.** In addition to the foregoing assignment of Assigned Inventions to the Company, I hereby irrevocably transfer and assign to the Company: (i) all worldwide patents, patent applications, copyrights, mask works, trade secrets and other intellectual property rights, including but not limited to rights in databases, in any Assigned Inventions, along with any registrations of or applications to register such rights; and (ii) any and all "Moral Rights" (as defined below) that I may have in or with respect to any Assigned Inventions. I also hereby forever waive and agree never to assert any and all

claim authorship of or credit on an Assigned Invention, to object to or prevent the modification or destruction of any Assigned Invention, or to withdraw from circulation or control the publication or distribution of any Assigned Invention, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

- 7) **Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my Employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.
- 8) **Proprietary Information.** I understand that my Employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (the "***Proprietary Information***"). Such Proprietary Information includes, but is not limited to, Assigned Inventions, marketing plans, product plans, technical information, business strategies, financial information, forecasts, personnel information, customer and supplier lists and data, and domain names.
- 9) **Confidentiality.** At all times, both during my Employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon the earlier of Company's request or the termination of my Employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and, upon Company request, will execute a document confirming my agreement to honor my responsibilities contained in this Agreement. I will not take with me or retain any documents or materials or copies thereof containing any Proprietary Information.
- 10) **No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

e.) "Confidential Information" means any Materials, Intellectual Property Rights, and any other confidential or proprietary information of Employer and of any Customer including without limitation any and all technical information; any research and development information; any plans or projections; any Customer, advertiser, and supplier lists; Customer sales analyses; price lists; and any other information concerning Employer's business and the business of any Employer Customers, excluding only information generally known to the public at large.

In the course of my employment I will gain access to, and may gain possession of, Confidential Information. I will keep all Confidential Information strictly confidential, and will not use Confidential Information for any purpose except for the business of Employer. I will not disclose Confidential Information to any person or entity during my employment except as expressly authorized in writing by and for the benefit of Employer and in the course of my duties as an Employee. I will not disclose Confidential Information to any person or entity at any time after my employment with Employer ends except as expressly authorized in writing by Employer.

All work and work product resulting directly or indirectly from my work for Employer, including without limitation any and all work or works as defined in United States copyright laws, and any and all ideas, discoveries, inventions, products, whether or not registrable under trademark or copyright laws of any country of nation, or otherwise protectable under any laws of the United States or of any state, including trade secret laws and unfair competition laws, and any revisions, amendments, derivatives and changes to the Materials and Intellectual Property Rights, now or in the future (collectively, "Work"), will inure to the benefit of, and be owned by, and will remain the exclusive property of Employer. I claim no right, title or interest in the Work. I expressly waive any claim of right, title and interest in the Work. I hereby assign to Employer any and all right, title, and interest in the Work. I confirm my understanding and appreciation of the fact that significant time, effort, and expense have been and will be devoted by Employer to development of the Materials and in protecting Intellectual Property Rights. I understand that continued protection of the Materials and Intellectual Property Rights is material and of utmost importance to Employer.

During my employment, Employer will provide me copies of Materials and Confidential Information, but I will acquire no right, title or interest in or to the Materials, Confidential Information, Work, or Intellectual Property Rights, directly or indirectly. I will have no right to use, make, sell, reproduce, reprint, or publish Materials, copies of Materials, Confidential Information, or Work.

**5. Return of Property.** On termination of my employment, or whenever Employer requests, I will deliver and turn over to Employer all Employer property, Confidential Information in any form, Proposals, Materials and Work, and will not keep any copies of the Confidential Information, Proposals, Materials or Work, in any form.

**6. Absence of Prior Agreements.** My employment with Employer does not breach any contract, agreement or understanding with anyone not a party to this Agreement. I am free to execute this Agreement and to enter into the employ of Employer. I am not bound by any agreement with any current or previous employer or other party requiring me (a) to refrain from using or disclosing any trade secret, confidential, or proprietary information of such previous employer or other party in the course of my employment with Employer, or (b) to refrain from competing, directly or indirectly, with the business of such previous employer or any other party.

**7. Articles Survive Termination.** Articles 4 through 22, of this Agreement will survive termination of my employment with Employer, and will be enforceable after termination of my employment with Employer.

**8. Agreement to Disclose.** I will disclose promptly to Employer or Employer's authorized agent all information regarding Work as soon as possible. I will maintain accurate and adequate records of all Work, including printed and electronic records of my Work in connection with possible inventive and patentable subject matter.

**9. Duty to Cooperate.** At all times during and after my employment, I will perform all tasks and execute all papers required by Employer necessary or appropriate to grant Employer full benefits of my employment as provided in this Agreement and to facilitate Employer's securing and enforcing all rights pertaining to this Agreement, including without limitation all Intellectual Property Rights.

Moral Rights I may have in or with respect to any Assigned Inventions, even after termination of my work on behalf of the Company. "**Moral Rights**" mean any rights to claim authorship of or credit on an Assigned Inventions, to object to or prevent the modification or destruction of any Assigned Inventions, or to withdraw from circulation or control the publication or distribution of any Assigned Inventions, and any similar right, existing under judicial or statutory law of any country or subdivision thereof in the world, or under any treaty, regardless of whether or not such right is denominated or generally referred to as a "moral right."

**Assistance.** I agree to assist the Company in every proper way to obtain for the Company and enforce patents, copyrights, mask work rights, trade secret rights and other legal protections for the Company's Assigned Inventions in any and all countries. I will execute any documents that the Company may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. My obligations under this paragraph will continue beyond the termination of my employment with the Company, provided that the Company will compensate me at a reasonable rate after such termination for time or expenses actually spent by me at the Company's request on such assistance. I appoint the Secretary of the Company as my attorney-in-fact to execute documents on my behalf for this purpose.

**Proprietary Information.** I understand that my employment by the Company creates a relationship of confidence and trust with respect to any information of a confidential or secret nature that may be disclosed to me by the Company or a third party that relates to the business of the Company or to the business of any parent, subsidiary, affiliate, customer or supplier of the Company or any other party with whom the Company agrees to hold information of such party in confidence (the "**Proprietary Information**"). Such Proprietary Information includes, but is not limited to, Assigned Inventions, marketing plans, product plans, business strategies, financial information, forecasts, personnel information, customer lists and data, and domain names.

**Confidentiality.** At all times, both during my employment and after its termination, I will keep and hold all such Proprietary Information in strict confidence and trust. I will not use or disclose any Proprietary Information without the prior written consent of the Company, except as may be necessary to perform my duties as an employee of the Company for the benefit of the Company. Upon termination of my employment with the Company, I will promptly deliver to the Company all documents and materials of any nature pertaining to my work with the Company and, upon Company request, will execute a document confirming my agreement to honor my responsibilities

- 11) **Efforts; Duty Not to Compete.** I understand that my Employment with the Company requires my undivided attention and effort during normal business hours. While I am employed by the Company, I will not, without the Company's express prior written consent, provide services to, or assist in any manner, any business or third party if such services or assistance would be in direct conflict with the Company's business interests or cause a disruption of the Company's operations.
- 12) **Notification.** I hereby authorize the Company to notify third parties, including, without limitation, customers and actual or potential employers, of the terms of this Agreement and my responsibilities hereunder.
- 13) **Non-Solicitation of Employees/Consultants.** During my Employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.
- 14) **Non-Solicitation of Suppliers/Customers.** During my Employment with the Company and after termination of my Employment, I will not directly or indirectly solicit or take away suppliers or customers of the Company for my own benefit or for the benefit of any other person or entity if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed confidential information within the meaning of California law.
- 15) **Name and Likeness Rights.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after my Employment, for any purposes related to the Company's business, such as marketing, advertising, credits, and presentations.
- 16) **Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.
- 17) **Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its laws pertaining to conflict of laws. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.



→ [Handwritten notes and signatures]

**10. Noncompetition: Employer's Competitors.** Except with the prior written consent of Employer, during my employment with Employer and for a period of 3 years after my employment by Employer ends ("Enforcement Period"), I will not directly or indirectly run, operate, control, be employed by, hold an interest in, or participate in the management, operation, ownership or control of any business in competition with Employer anywhere within New Mexico, the United States of America, or in any nation in which Employer does or plans to conduct business or secure protection under patent, trademark and copyright laws of such nation ("Territory"). I acknowledge that the geographic scope of this noncompetition provision is reasonable and necessary because Employer is not restricting my future employment by limiting the field in which I may practice with any future employer, but is only imposing a limitation on the application of my skills by providing that I cannot compete with Employer in connection with providing to others services in competition with Employer.

**11. Nonsolicitation of Customers and Prospects.** Except with the prior written consent of Employer, during the Enforcement Period I will not directly or indirectly, either for myself or for any other business or person, solicit, call on, attempt to solicit or attempt to call on any Customer or prospective Customer of Employer. Further, I will not accept any business from a Customer of Employer for myself or for any employer during the Enforcement Period.

**12. Nonsolicitation of Other Employees.** Except with the prior written consent of Employer, during the Enforcement Period I will not solicit or have any discussion with any employee of Employer concerning employment for any business other than Employer. I will not induce or attempt to influence any employee of Employer to terminate employment with Employer.

**13. Adjustments of Restraints by a Court of Law.** If the Enforcement Period or the scope of the Territory of any noncompetition or nonsolicitation provision of this Agreement is finally adjudicated by a court to be unenforceable for any reason, I agree to abide by the time or scope of Territory determined to be reasonable by the court.

**14. Extension of Restraints During Periods of Violation.** If I violate any noncompetition or nonsolicitation provision of this Agreement, the Enforcement Period will not run during the period of my violation, and the Enforcement Period will toll. I understand that the purpose of this paragraph is to give Employer the protection of the restraint for the full agreed-on duration of the Enforcement Period.

**15. Binding Effect.** This Agreement shall inure to the benefit of and be binding upon Employer, its successors and assigns, and on me, my successors, assigns, heirs, executors, administrators and legal representatives.

**16. Need for This Agreement.** I agree that because of the nature of Employer's business, the restrictions contained in this Agreement are reasonable and necessary to protect the legitimate interests of Employer.

**17. Remedies.** I understand that if I violate any provision of this Agreement, Employer will suffer immediate and irreparable injury. If I violate any provision of this Agreement, I agree that, in addition to any other applicable remedies, my strict compliance with this Agreement should be ordered by a court of competent jurisdiction, and Employer is therefore entitled to preliminary and final injunctive relief to enforce this Agreement. I will indemnify Employer for any loss, costs and other liabilities arising directly or indirectly from breach of this provision of the Agreement by me, and from enforcement of this Agreement by Employer, including attorneys' fees, court costs, expert witness fees, and all other reasonable costs of Employer incurred in enforcing this Agreement.

**18. Defaults and Dispute Resolution.** Except for the right of Employer to seek injunctive relief in a court of competent jurisdiction as provided in paragraph 17 of this Agreement, any controversy, claim or dispute in connection with terms, conditions, provisions, interpretation or performance of this Agreement and arising directly or indirectly from this Agreement ("Dispute") will be settled (i) by first submitting the Dispute to mediation conducted by a single mediator appointed by the American Arbitration Association in accordance with its mediation rules, and if not resolved by mediation, then (ii) by submitting the Dispute to arbitration by a single arbitrator appointed by the American Arbitration Association in accordance with its Intellectual Property or Commercial Arbitration Rules. Both mediation and arbitration will be conducted in Santa Fe, New Mexico, USA, in the English language only. No arbitrator will have authority to award punitive damages, and may award attorney fees and costs only to Employer as provided in this Agreement. Any arbitration judgment or any award rendered by the arbitrator may be entered in any court having jurisdiction. Each Party will each be responsible for each Party's own costs incurred in any mediation or arbitration, but the arbitrator will have authority to assess the administrative fees and expenses of the arbitration proceedings and the

contained in this Agreement. I will not take with me or retain any documents or materials or copies thereof containing any Proprietary Information.

**No Breach of Prior Agreement.** I represent that my performance of all the terms of this Agreement and my duties as an employee of the Company will not breach any invention assignment, proprietary information, confidentiality or similar agreement with any former employer or other party. I represent that I will not bring with me to the Company or use in the performance of my duties for the Company any documents or materials or intangibles of a former employer or third party that are not generally available to the public or have not been legally transferred to the Company.

**Efforts; Duty Not to Compete.** I understand that my employment with the Company requires my undivided attention and effort during normal business hours. While I am employed by the Company, I will not, without the Company's express prior written consent, provide services to, or assist in any manner, any business or third party if such services or assistance would be in direct conflict with the Company's business interests.

**Notification.** I hereby authorize the Company to notify third parties, including, without limitation, customers and actual or potential employers, of the terms of this Agreement and my responsibilities hereunder.

**Non-Solicitation of Employees/Consultants.** During my employment with the Company and for a period of one (1) year thereafter, I will not directly or indirectly solicit away employees or consultants of the Company for my own benefit or for the benefit of any other person or entity.

**Non-Solicitation of Suppliers/Customers.** During my employment with the Company and after termination of my employment, I will not directly or indirectly solicit or take away suppliers or customers of the Company if the identity of the supplier or customer or information about the supplier or customer relationship is a trade secret or is otherwise deemed confidential information within the meaning of California law.

**Name and Likeness Rights.** I hereby authorize the Company to use, reuse, and to grant others the right to use and reuse, my name, photograph, likeness (including caricature), voice, and biographical information, and any reproduction or simulation thereof, in any form of media or technology now known or hereafter developed (including, but not limited to, film, video and digital or other electronic media), both during and after my employment, for any purposes related to the Company's business, such as marketing, advertising, credits, and presentations.

- 18) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.
- 19) **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.
- 20) **Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment of or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.
- 21) **Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.
- 22) **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.
- 23) **"At Will" Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my Employment can be terminated at any time, with or without notice and with or without cause, for any reason or for no reason, by either the Company or myself. I acknowledge that any statements or representations to the contrary are ineffective, unless put into a writing signed by the Chief Executive Officer of the Company. I further acknowledge that my participation in any stock option or benefit program is not to be construed as any assurance of continuing Employment for any particular period of time. This Agreement shall be effective as of the first day of my Employment with the Company.

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compensation and expenses of the arbitrator. The arbitrator will have an engineering or science technical background, as well as experience in connection with contracts. The laws of the state of New Mexico, and the United States laws applicable to the subject of patents, trademarks, copyrights and contracts will govern the interpretation of any writing presented to an arbitrator, including this agreement.

The arbitrator will not have authority to disregard the application of any statute of limitation which would be applicable if the matter were tried in state or federal court. No mediation will be conducted in whole or in part over a total time period to exceed one day. No arbitration will be conducted in whole or in part over a total time period to exceed two days. Any mediator, and any arbitrator, appointed as provided in this Agreement will commit in writing to conduct the mediation and arbitration within those time limits. While the rules of evidence will not be strictly enforced in an arbitration, the arbitrator will not assume an unreasonably permissive view of evidence which allows prejudicial, immaterial, or redundant evidence to be presented.

Discovery in any arbitration will be limited to a total of twelve hours of oral depositions. As regards the use, number and identification of expert witnesses during an arbitration, no report of an expert witness will exceed five pages in length, double spaced; and the number of experts presented as testimonial witnesses by either party will not exceed one in number. The award of arbitration will be based on written findings of fact.

**19. Severability.** If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, such invalidity will not affect any other provision of this Agreement.

**20. Applicable Law.** This Agreement is to be interpreted in accordance with the substantive laws of New Mexico and the United States of America.

**21. Entire Agreement.** This Agreement represents the entire agreement between Employer and me and supersedes all prior or contemporaneous oral or written agreements between us relating to this subject matter. This Agreement may not be amended or altered except by a writing signed by me and Employer.

**22. Express Employee Acknowledgment.**

**I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY, AND THAT I FULLY UNDERSTAND AND AGREE TO ALL ITS TERMS.**

Employee:

Qiang Wei

Typed or Printed Name: Dr. Qiang Wei

Social Security Number: 385 31-4350

Employee Address: 2205A, 45th St., Los Alamos, NM 87544

Employment Date:

Date Signed: Sep. 15<sup>th</sup>, 2010

Accepted by: Benjamin R. Mattes

Employer: Santa Fe Science and Technology, Inc.

A New Mexico Corporation

By:

Benjamin R. Mattes

Its: Benjamin R. Mattes, President

Date Signed: Sept 17, 2010

**Injunctive Relief.** I understand that in the event of a breach or threatened breach of this Agreement by me the Company may suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

**Governing Law; Severability.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to its laws pertaining to conflict of laws. If any provision of this Agreement is determined by any court or arbitrator of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such provision will be enforced to the maximum extent possible given the intent of the parties hereto. If such clause or provision cannot be so enforced, such provision shall be stricken from this Agreement and the remainder of this Agreement shall be enforced as if such invalid, illegal or unenforceable clause or provision had (to the extent not enforceable) never been contained in this Agreement.

**Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be deemed an original, and all of which together shall constitute one and the same agreement.

**Entire Agreement.** This Agreement and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof.

**Amendment and Waivers.** This Agreement may be amended only by a written agreement executed by each of the parties hereto. No amendment or waiver of, or modification of any obligation under this Agreement will be enforceable unless set forth in a writing signed by the party against which enforcement is sought. Any amendment effected in accordance with this section will be binding upon all parties hereto and each of their respective successors and assigns. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

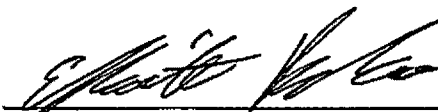
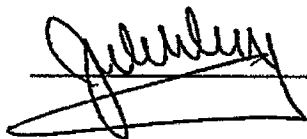
**Successors and Assigns; Assignment.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives.

In Witness Whereof, the parties have executed this Agreement as of 5-6-15

**Trevi Systems, Inc.:**

**Employee:**

By:



Signature

Name: John Webley

Elliott S. Baker

Title: President and CEO

Signature Page to Employee Invention Assignment and Confidentiality Agreement

The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

**Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

**"At Will" Employment.** I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any stated period of time. I understand that I am an "at will" employee of the Company and that my employment can be terminated at any time, with or without notice and with or without cause, for any reason or for no reason, by either the Company or myself. I acknowledge that any statements or representations to the contrary are ineffective, unless put into a writing signed by the Company. I further acknowledge that my participation in any stock option or benefit program is not to be construed as any assurance of continuing employment for any particular period of time. This Agreement shall be effective as of the first day of my employment by the Company, which is Aug 1, 2011

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In Witness Whereof, the parties have executed this Agreement as of the Oct 1, 2011

**Trevia Systems, Inc.:**

**Employee:**

By: GARY CARMIGNOLI

Gary Carmignoli

Signature

Name: John Webley

John Webley

Title: President and CEO

Signature Page to Employee Invention Assignment and Confidentiality Agreement



EXHIBIT A-1

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
Creating Injection & Compression Moldable Aluminium Particle Filled LLDPE Composites With Tunable Relative Permittivity And Low Loss	5/15/15 - Expected Completion Date	

No inventions or improvements

Additional Sheets Attached

Signature of Employee: *Elliott Baker*

Print Name of Employee: Elliott S. Baker

Date: 5-6-15