

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI727415

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Jeffrey Tyber	11/22/2024
Matthew Bellenoit	12/23/2024
Matthew Atoulikian	06/29/2017
Chandler Kline	11/05/2021
Christopher Faresich	11/25/2024
RECEIVING PARTY DATA	
Company Name:	Tyber Medical LLC
Street Address:	89 South Commerce Way
Internal Address:	Suite 990
City:	Bethlehem
State/Country:	PENNSYLVANIA
Postal Code:	18017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16506415
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:	2152755595
Email:	jmaenner@maennerlaw.com
Correspondent Name:	Joseph E Maenner
Address Line 1:	2723 Stockley Lane
Address Line 4:	Downingtown, PENNSYLVANIA 19335
ATTORNEY DOCKET NUMBER:	TYB-024
NAME OF SUBMITTER:	Joseph Maenner
SIGNATURE:	Joseph Maenner
DATE SIGNED:	01/02/2025
Total Attachments: 13	

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ASSIGNMENT

WHEREAS, we, **Jeffrey Tyber**, a citizen of the United States of America with a post office address of 8959 Pathfinder Road, Breinigsville, PA 18031, **Matthew Bellenoit**, a citizen of the United States of America with a post office address of 91 Oak Lane, Northampton, PA 18067, **Matthew Atoulikian**, a citizen of the United States of America with a post office address of 334 Potomac Drive, Basking Ridge, NJ 07920, **Chandler Kline**, a citizen of the United States of America with a post office address of 212 Spottswood Drive, Lancaster, PA 17601, and **Christopher Faresich**, a citizen of the United States of America with a post office address of 18 Magnolia Drive, Denville, NJ 07834, hereinafter generally referred to as "ASSIGNORS", have invented a certain new and useful

Interchangeable Tool Handle

for which we have executed a United States patent application, Application No. 16/506,415, filed July 9, 2019, and

WHEREAS, Tyber Medical LLC, a New Jersey limited liability company, having an address of 83 South Commerce Way, Suite 310, Bethlehem, PA 18017, hereinafter generally referred to as "ASSIGNEE", is desirous of acquiring said invention and said patent application.

NOW, THEREFORE, in consideration of the sum of One Dollar and other good and valuable executed consideration, the full receipt and sufficiency of all of which are hereby acknowledged, and intending to be legally bound hereby, we, the undersigned ASSIGNORS, hereby agree to sell, assign, transfer and convey and by these presents do sell, assign, transfer and convey unto the above-named ASSIGNEE, the whole and entire right, title and interest

in and to said invention as described in the above patent application, for the territory of the United States and its possessions and territories and all foreign countries;

in and to the above patent application and any and all related United States and foreign patent applications disclosing said invention, including provisionals, non-provisionals, divisions and continuations thereof, along with all rights of priority created by said patent application under any treaty relating thereto; and

in and to all United States and foreign patents which may be granted on any and all of said patent applications, including extensions, reissues and reexamination certificates thereof;

said invention, application(s) and patent(s) to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives and assigns to the full end of the term or terms for which said patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNORS had this assignment and sale not been made; and for the aforesaid consideration ASSIGNORS hereby covenant, agree and undertake to execute, whenever requested by the above-named ASSIGNEE, all patent applications, assignments, lawful oaths and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all the patent(s) hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNORS.

11/22/24

(Date)


Jeffrey Tyber

(Seal)

WITNESSED BY:

11/22/24

(Date)


Print Witness name: Camille Tyber

(Seal)

23 DEC 2024

(Date)


Matthew Bellenoit

(Seal)

WITNESSED BY:

23 Dec 2024

(Date)


Print Witness name:

(Seal)

(Date) Matthew Atoulikian (Seal)

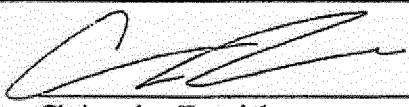
WITNESSED BY:

(Date) Print Witness name: (Seal)

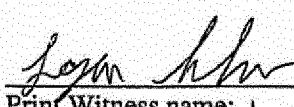
(Date) Chandler Kline (Seal)

WITNESSED BY:

(Date) Print Witness name: (Seal)

25 Nov 2024
(Date)  (Seal)
Christopher Faresich

WITNESSED BY:

2nd NOV-2024
(Date)  (Seal)
Print Witness name: Logan Schleicher

EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS AGREEMENT

INTRODUCTION

Because of the highly confidential and competitive nature of our surgical instruments, implants and services business, information about our products, research and development, marketing, sales activity, and customers must be handled with extreme care and sensitivity. Disclosure of any confidential information could seriously jeopardize our business interests and irreparably damage Tyber Medical LLC. or any of its subsidiaries, successors or assigns (Tyber Medical LLC. and its subsidiaries, successors or assigns are hereinafter collectively referred to as the "Company") as well as its' employees. The Company's investment in new products and development must be preserved to ensure a healthy future for all employees. Therefore, the Company requires all employees to enter into an agreement protecting our confidential information and rights.

Therefore, in consideration of my employment or continued employment by the Company and the compensation now and hereafter paid to me, I agree as follows:

ASSIGNMENT OF RIGHTS

The products of my work during my employment with the Company are and will become the sole and exclusive property of the Company. I hereby assign to the Company all my right, title and interest in all Inventions, whether or not patentable or registrable under copyright or similar statutes, made, conceived, reduced to practice or learned by me, during the period of my employment with the Company. I agree that all such Inventions are the sole property of the Company, provided, however, that this Agreement does not require assignment of an Invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "Section 2870"), which provides:

- (a) Any provisions 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.
- (b) 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 subdivision (a), the provision is against the public policy of this state and is unenforceable.

I shall not be entitled to any royalty, commission or other payment or license or right with respect to any Inventions belonging to the Company. I further agree to disclose promptly in writing to the President, any and all information, Inventions or technical developments or discoveries I have conceived or made relating to my work for the Company or its customers.

I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870, and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent, any confidential information disclosed to the Company pursuant to this Agreement relating to my work for the Company or its customers.

I will assist the Company in every way to obtain and enforce United States and foreign patents, copyrights and other rights and protection relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may request for use in applying for, obtaining, sustaining and enforcing such patents, copyrights and other rights and protection on Company Inventions. In addition, I will execute, verify and deliver assignments of such patents, copyrights and other rights and protection to the Company or its designee. My obligation to assist the Company in obtaining and enforcing patents, copyrights and other rights and protection relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but after my termination the Company shall compensate me at a reasonable rate commensurate with my departing salary for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable, after reasonable effort, to secure my signature on any document needed to apply for or prosecute any patent, copyright or other right or protection relating to a Company Invention, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights and other rights and protection thereon with the same legal force and effect as if executed by me.

I have listed on a separate sheet attached to this Agreement all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice, prior to my signing this Agreement, that I consider to be my property and that I wish to have excluded from this Agreement under Labor Code Section 2870. Other than what I have listed, there are no other Inventions that I consider to be my property.

CONFIDENTIAL INFORMATION

During and after the term of my employment with the Company, I shall keep in confidence all Confidential Information of the Company. I understand that this means I shall not use or disclose such information, except to the extent required to perform my work with the Company. I understand that this condition applies whether or not the information is in written form. If I am a current employee, I warrant and represent that prior to signing this Agreement I held in confidence all Confidential Information of the Company.

"Confidential Information" refers to any information that is not generally known among the Company's competitors and that has commercial value to the Company. By way of illustration, but not limitation, Confidential Information includes information about any of the following: (1) inventions, developments, designs, improvements, formulae, processes; (2) plans for research, development, new products, production, marketing and selling; (3) production information, techniques, know-how, costs and data; (4) business plans, budgets and unpublished financial statements; (5) product prices, product costs, costs of materials, information concerning suppliers and customers such as names, buying habits and business practices; (6) the skills and compensation of other employees of the Company; (7) the Company's customers; and (8) any other information designated by the Company as confidential.

Specific acknowledgment of the confidential nature of customer information:

I acknowledge and agree that as part of the performance of my duties on behalf of the Company, I will spend a significant amount of time learning, identifying and developing relationships with actual and prospective customers and learning those customers' individual and specific needs. The identification of such actual and prospective customers, the development of relationships with them, and the identification of their particular needs all constitute key Confidential Information which has been developed at great expense by Company and is a principal asset of the Company. I acknowledge and agree that in order for me to solicit or to approach in any business manner any Company customer after the termination of my employment I will necessarily be utilizing the Company's Confidential Information. The use of such Confidential Information starts with the initial contact of the customer and inevitably extends to any discussions with the customer regarding product needs.

I understand, in addition, that the Company has received and in the future will receive from third parties, confidential or proprietary information ("Third Party Information") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain requested purposes. During the term of my employment and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose or use Third Party Information except as permitted by the agreement between the Company and such third party. If I am a current employee, I warrant and represent that prior to signing this Agreement, I held in confidence and did not disclose Third Party Information.

If pursuant to subpoena (or otherwise) during my employment or thereafter, I am requested to disclose Confidential Information or Third Party Information by compulsion of law, I shall promptly notify the Company in advance of such proposed disclosure to enable the

Company to be heard with respect to any such disclosure or to otherwise respond to any such compulsion if it desires to do so. Any disclosure of Confidential Information or Third Party Information pursuant to Court Order shall not be considered a breach of this Agreement.

RETURN OF WRITTEN MATERIAL

I further agree that, upon the request of an officer of the Company or upon termination of my employment, I will deliver to the Company all written and all tangible material in my possession or control that constitutes or incorporates Confidential information or otherwise relates to the Company's or any customer's business. This obligation with respect to Confidential Information extends to information belonging to customers of the Company who may have disclosed such information to me as the result of my status as an employee of the Company.

SPECIFIC PERFORMANCE

I acknowledge and agree that irreparable injury to the Company may result in the event I breach any covenant or agreement contained in this Agreement and that the remedy at law for the breach of any such covenant will be inadequate. Therefore, if I engage in any act in violation of the provisions of this Agreement, I agree that the Company shall be entitled, in addition to such other remedies and damages as may be available to it by law or under this Agreement, to injunctive relief to enforce the provisions of this Agreement.

MISCELLANEOUS


- a. This Agreement shall be binding upon me, my heirs, executors, assigns and administrators and shall inure to the benefit of the Company and its subsidiaries, successors and assigns.
- b. Nothing in this Agreement shall change the nature of my "at-will" employment. I understand that this means that my employment can be terminated with or without cause, at any time, and for any reason, or no reason, at the option of either the company or myself. I understand that no one, other than the President of the Company, has any authority to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to the foregoing.
- c. If any of the provisions or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforcement of the remaining provisions or portions thereof shall not be affected thereby.
- d. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
- e. I hereby acknowledge that I have carefully read all of the terms of this Agreement and agree that they are reasonable and enforceable. I acknowledge that I have been

advised by the Company that I am entitled to have this Agreement reviewed by counsel of my choice, and have either done so or elected to forego my right to do so voluntarily.

f. This Agreement constitutes the entire agreement between me and the Company with respect to the subject matter hereof. No provisions of this Agreement shall be deemed waived, amended or modified by me or the Company, unless such waiver, amendment or modification is in writing and signed by me and the Company.

ACCEPTED AND AGREED TO:

Dated: 11-5-2021

Chandler Kline
[Printed Employee Name]

[Employee Signature]

(Place initials here if you have attached sheet requesting
Inventions to be excluded under Labor Code Section
2870)

EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT OF RIGHTS AGREEMENT

INTRODUCTION

Because of the highly confidential and competitive nature of our surgical instruments, implants and services business, information about our products, research and development, marketing, sales activity, and customers must be handled with extreme care and sensitivity. Disclosure of any confidential information could seriously jeopardize our business interests and irreparably damage Tyber Medical LLC. or any of its subsidiaries, successors or assigns (Tyber Medical LLC. and its subsidiaries, successors or assigns are hereinafter collectively referred to as the "Company") as well as its' employees. The Company's investment in new products and development must be preserved to ensure a healthy future for all employees. Therefore, the Company requires all employees to enter into an agreement protecting our confidential information and rights.

Therefore, in consideration of my employment or continued employment by the Company and the compensation now and hereafter paid to me, I agree as follows:

ASSIGNMENT OF RIGHTS

The products of my work during my employment with the Company are and will become the sole and exclusive property of the Company. I hereby assign to the Company all my right, title and interest in all Inventions, whether or not patentable or registrable under copyright or similar statutes, made, conceived, reduced to practice or learned by me, during the period of my employment with the Company. I agree that all such Inventions are the sole property of the Company, provided, however, that this Agreement does not require assignment of an Invention which qualifies fully for protection under Section 2870 of the California Labor Code (hereinafter "Section 2870"), which provides:

(a) Any provisions 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.

(b) 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 subdivision (a), the provision is against the public policy of this state and is unenforceable.

I shall not be entitled to any royalty, commission or other payment or license or right with respect to any Inventions belonging to the Company. I further agree to disclose promptly in writing to the President, any and all information, Inventions or technical developments or discoveries I have conceived or made relating to my work for the Company or its customers.

I will advise the Company in writing of any Inventions that I believe fully qualify for protection under Section 2870, and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. I understand that the Company will keep in confidence and will not disclose to third parties without my consent, any confidential information disclosed to the Company pursuant to this Agreement relating to my work for the Company or its customers.

I will assist the Company in every way to obtain and enforce United States and foreign patents, copyrights and other rights and protection relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may request for use in applying for, obtaining, sustaining and enforcing such patents, copyrights and other rights and protection on Company Inventions. In addition, I will execute, verify and deliver assignments of such patents, copyrights and other rights and protection to the Company or its designee. My obligation to assist the Company in obtaining and enforcing patents, copyrights and other rights and protection relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but after my termination the Company shall compensate me at a reasonable rate commensurate with my departing salary for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable, after reasonable effort, to secure my signature on any document needed to apply for or prosecute any patent, copyright or other right or protection relating to a Company Invention, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute, verify and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights and other rights and protection thereon with the same legal force and effect as if executed by me.

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- c. If any of the provisions or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforcement of the remaining provisions or portions thereof shall not be affected thereby.
- d. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
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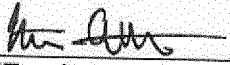
advised by the Company that I am entitled to have this Agreement reviewed by counsel of my choice, and have either done so or elected to forego my right to do so voluntarily.

f. This Agreement constitutes the entire agreement between me and the Company with respect to the subject matter hereof. No provisions of this Agreement shall be deemed waived, amended or modified by me or the Company, unless such waiver, amendment or modification is in writing and signed by me and the Company.

ACCEPTED AND AGREED TO:

Dated: 6/29/17

MATTHEW ATOULIKIAN
[Printed Employee Name]


[Employee Signature]

(Place initials here if you have attached sheet requesting Inventions to be excluded under Labor Code Section 2870)