

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PATI872259

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NDA		
CONVEYING PARTY DATA			
Name			Execution Date
Joseph Guaneri			04/08/2019
RECEIVING PARTY DATA			
Company Name:	ROM Technologies, Inc.		
Street Address:	101 Silvermine Road		
City:	Brookfield		
State/Country:	CONNECTICUT		
Postal Code:	06804		
PROPERTY NUMBERS Total: 3			
Property Type	Number		
Application Number:	17149457		
Patent Number:	11265234		
Application Number:	17589409		
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	512770-4200		
Email:	jolah@dickinsonwright.com		
Correspondent Name:	Ms. Janice R. Olah		
Address Line 1:	1825 Eye St. N.W. Suite 900		
Address Line 2:	International Square		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20006		
ATTORNEY DOCKET NUMBER:	91346-4001		
NAME OF SUBMITTER:	Ms. Janice Olah		
SIGNATURE:	/Ms. Janice Olah/		
DATE SIGNED:	03/07/2025		
Total Attachments: 3			
source=91346-1410_ROM3 JGUANERI NDA#page1.tiff			
source=91346-1410_ROM3 JGUANERI NDA#page2.tiff			
source=91346-1410_ROM3 JGUANERI NDA#page3.tiff			

ROM3 Rehab LLC
Confidentiality and Nondisclosure Agreement

WHEREAS, this Confidentiality and Nondisclosure Agreement (the "Agreement") is entered into by and between ROM3 Rehab, LLC a Nevada LLC, with its principal offices at 2620 Regatta Dr., Suite 102, Las Vegas, NV 89128 ("Disclosing Party"), and Joseph Guaneri, located at 30 Newbury St. Ste 3, Boston, MA 02116 ("Receiving Party"); and

WHEREAS, Receiving Party may be provided and/or obtain certain information and data which the Disclosing Party wishes to keep confidential.

NOW THEREFORE IT IS AGREED:

- 1. Definition of Confidential Information.** For purposes of this Agreement, "Confidential Information" shall include, but not be limited to, information (whether furnished in writing or electronic format or orally) regarding the Disclosing Party's management, plans, strategies, business, finances or operations, including information relating to financial statements, evaluations, plans, programs, customers, plants, equipment and other assets, products, processes, manufacturing, marketing, research and development, know-how and technology, intellectual property and trade secrets and information.
- 2. Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from Disclosing Party or Disclosing Party's representatives; (d) is disclosed by Receiving Party with Disclosing Party's prior written approval; or (e) is required to be divulged by any court, tribunal or governmental authority with competent jurisdiction.
- 3. Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions with Receiving Party which are at least as protective as those in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information.
- 4. Legal Request For Disclosure of Confidential Information.** In the event that the Receiving Party or Receiving Party's Representative is requested in any proceeding or governmental inquiry to disclose any Confidential Information, the Receiving Party will give the Disclosing Party prompt written notice, to the extent not legally prohibited, of such request so that the Disclosing Party may seek an appropriate protective order or waive compliance with the applicable provisions of this Agreement. If the Disclosing Party seeks a protective order, the Receiving Party agrees to provide such cooperation as the Disclosing Party shall reasonably request and in no event will they oppose action by the Disclosing Party to obtain a protective order or other relief to prevent the disclosure of Confidential Information or to obtain reliable assurance that confidential treatment will be afforded to the Confidential Information. If in the absence of a protective order, the Receiving Party or Receiving Party's Representative, based upon the advice of counsel, is legally required to disclose Confidential Information, or if the Disclosing Party waives compliance with this Agreement, such person or entity may disclose without liability under this Agreement such portion of the Confidential Information which counsel advises that the Receiving Party or Receiving Party's Representative is legally required to disclose if the recipient of such Confidential Information is informed of this Agreement and the confidential nature of such Confidential Information.
- 5. Time Periods.** The obligations in this Agreement will terminate (i) five years from the date of

this Agreement, or (ii) in the case of Confidential Information which is a trade secret of Disclosing Party, when such Confidential Information is no longer a trade secret.

6. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

7. Ownership of Information. The Confidential Information and all ownership and rights therein, including all derivations, modifications, and improvements thereof, shall be deemed and remain the property of the Disclosing Party and, upon request by the Disclosing Party, Receiving Party shall promptly, and in any event, not later than seven (7) days after such request, account for and return all Confidential Information (including all copies made thereof) to the Disclosing Party or destroy such Confidential Information. Upon accounting and return or destruction of all Confidential Information, Receiving Party shall promptly provide the Disclosing Party with written confirmation that all such actions have been taken to return or destroy all Confidential Information tendered to it pursuant to this Agreement, and shall provide to the Disclosing Party an accounting of all Confidential Information tendered to it pursuant to this Agreement.

8. Injunctive Relief. The Parties acknowledge that the Confidential Information is a unique and valuable asset of Disclosing Party, and that disclosure in breach of this Agreement may result in irreparable injury to Disclosing Party for which monetary damages alone would not be an adequate remedy. Therefore, the Parties agree that in the event of a breach or threatened breach of confidentiality and/or of this agreement, the Disclosing Party shall be entitled to seek an injunction prohibiting any such breach or to specific performance or other equitable relief as a remedy available to Disclosing Party. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages and Disclosing Party will be entitled to recover from the other Receiving Party all costs incurred thereby, including without limitation, reasonable attorney's fees.

9. No Warranty. Disclosing Party makes no representation or warranty to Recipient as to the accuracy or completeness of any Confidential Information provided by it and shall not have any liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement. Disclosing Party shall not have any liability to Recipient relating to or resulting from the use of Confidential Information by Recipient or any decisions made by Recipient relating to or resulting from the use of any Confidential Information.

10. Miscellaneous Provisions:

a. Severability. Any provision of this Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid, or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective to the extent of such holding or determination without (i) invalidating the remaining provisions of this Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

b. Notices. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective on the first business day following the date of receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. All notices given under this Agreement shall be addressed to the addresses stated at the outset of this Agreement, or to new or additional addresses as the Parties may be advised in writing.

c. Governing Law, Waiver, Successors. This Agreement shall be governed and construed under the substantive laws of the State of Nevada, without regard to principles of conflicts of law, and the parties hereby submit to the personal jurisdiction of the state and federal courts located in Nevada for adjudication of any claim or dispute arising under this Agreement or otherwise occurring between or among parties. Neither Party shall be deemed to waive any of its

rights, powers or remedies hereunder unless such waiver is in writing and signed by said Party. This Agreement is binding upon and inure to the benefit of the Parties and their successor and assigns.


d. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof and is intended as the Parties' final expression and complete and exclusive statement of the terms thereof, superseding all prior or contemporaneous agreements, representations, promises and understandings, whether written or oral. Neither Party is to be bound by any pre-printed terms appearing in the other Party's form documents, tariffs, purchase orders, quotations, acknowledgments, invoices, or other instruments.

e. Amendment or Modification. This Agreement may be amended or modified only by an instrument in writing signed by both Parties.

f. Recitals. The Recitals hereto are incorporated herein by reference to the same extent and with the same force and effect as if fully set forth herein.

"Disclosing Party"
ROM3 Rehab, LLC

By:




Sanford Gornberg
VP Corporate
Affairs

Date: _____

"Receiving Party"

Joseph Guaneri_____

By:



(Signature)

Joseph Guaneri_____
(Typed or Printed Name)

Date: 04/08/19_____