

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754207

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EVANSWERKS, LLC		09/02/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	ANTHEM ONE, INC.		
Street Address:	14362 N. FRANK LLOYD WRIGHT BLVD., SUITE 2139		
City:	SCOTTSDALE		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5612460	ANTHEM	
CORRESPONDENCE DATA			
Fax Number:	5182201857		
<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:	518-220-1850		
Email:	tm@iplawusa.com		
Correspondent Name:	Schmeiser, Olsen & Watts, LLP		
Address Line 1:	22 Century Hill Drive, Suite 302		
Address Line 4:	Latham, NEW YORK 12110		
NAME OF SUBMITTER:	Arlen L. Olsen		
SIGNATURE:	/Arlen L. Olsen/		
DATE SIGNED:	09/08/2022		
Total Attachments: 6			
source=Reg5612460_Evanswerks-Trademark-Assignment-Signed#page1.tif			
source=Exhibit A-Anthem One Inc-ProprietaryRightsAgreement#page1.tif			
source=Exhibit A-Anthem One Inc-ProprietaryRightsAgreement#page2.tif			
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source=Exhibit A-Anthem One Inc-ProprietaryRightsAgreement#page4.tif			

OP \$40.00 5612460

ASSIGNMENT

WHEREAS, EVANSWERKS, LLC, a Wisconsin LLC, has adopted, used, and is using and is the last listed owner of the following trademark registration before the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Registered</u>	<u>Dkt. No.</u>
ANTHEM	5612460	November 20, 2018	08239.0005US01

WHEREAS, on October 11, 2019, Justin Evans, an authorized officer, of Evansworks, LLC individually entered into a Proprietary Rights Agreement, wherein in Section 2(e), (Exhibit A) Justin Evans "irrevocably" appointed "each of the executive officers of the Company [Anthem One, Inc] as my attorney-in-fact to execute and deliver any documents on my behalf in my name and to do all other lawfully permitted acts."

WHEREAS, ANTHEM ONE, INC, having its principal offices at 14362 N. Frank Lloyd Wright Blvd, Suite 2139, Scottsdale, AZ 85260, is desirous of acquiring said trademark.

NOW, THEREFORE, in consideration of the sum of Forty Dollars (\$40.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, EVANSWERKS, LLC, hereby assigns to ANTHEM ONE, INC, all right, title and interest in the United States in and to said trademarks, together with the goodwill of the business symbolized by said trademark.

Date: Sep 2/22



By: Evansworks, LLC

Name: David Letourneau as attorney-in-fact for Justin Evans

Title: Attorney-in-fact for Authorized Officer

Proprietary Rights Agreement

*THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS WHICH ARE BINDING.
PLEASE READ IT IN FULL BEFORE YOU SIGN.*

I, the undersigned employee or independent contractor, recognize the importance of protecting the Company's rights to inventions, discoveries, ideas, confidential information and other intellectual property and for good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, including my engagement to provide services to the Company as an employee or independent contractor (referred to hereinafter as my "Relationship with the Company"), hereby agree to the following:

1. DEFINITIONS. For the purposes of this Agreement:

(a) "Agreement" means this Proprietary Rights Agreement.

(b) "Company" means Anthem One, Inc., a Delaware corporation, and its successors and its subsidiaries and affiliated companies, if any.

(c) "Confidential Information" means information (including information created by me) which is not generally known by the public about the Company or its business, including without limitation about its Creations, products, services, projects, designs, research, developmental or experimental work, computer programs, software, data bases, network and security practices, know-how, processes, formulas, customers, prospective customers, business partners and associates, suppliers, business plans, marketing plans, strategies, finances, financing sources, employee compensation, and personnel, and information obtained from third parties subject to confidentiality agreements or obligations. Confidential Information does not include information that is now in, or that subsequently enters, the public domain other than by my breach of this Agreement or information that has been independently developed by others; provided that I can demonstrate that the information was developed without use or reference to Confidential Information. The term "software" as used throughout this Agreement includes software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure, and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is sorted, written or described, including without limitation diagrams, flow charts, designs, drawings, specifications, models, data and customer information.

(d) "Creation" means any invention, discovery, idea, concept, design, program, process, method, apparatus, machine, composition of matter, formulation, biological or chemical material, work of authorship, development or improvement, modification or addition thereto (whether or not subject to copyright, trademark or patent protection and whether or not reduced to practice by me): (i) relating to any past, present or reasonably anticipated business of the Company and which is or was created or otherwise developed during my Relationship with the Company; (ii) which is or was created or otherwise developed while performing work for the Company; or (iii) which is or was created or otherwise developed at any time using equipment, supplies, facilities, information, resources, intellectual property, trade secret information, or proprietary rights or other property of the Company, including without limitation all of the foregoing related to the Company's light-related technology.

(e) "Electronic Information" means all information and communications (i) created, received, or stored on or passed through the Company's computers and communications systems and devices, or (ii) to the extent such information and communications relate to or arise from my Relationship with the Company, created, received, or stored on or passed through my personal computer and communications systems and devices. Among other things, Electronic Information includes all of my files, voice mail, text messages and e-mail.

2. OWNERSHIP OF CREATIONS.

(a) Inventions Retained. I represent that all matters which I have created or otherwise developed prior to my Relationship with the Company or my signing this Agreement, which I wish to exclude from my obligations to the Company under this Agreement, are listed below. If no items are listed below, I represent that there are no such matters to be excluded.

(b) Assignment of Creations. I hereby agree to hold in trust for the sole right and benefit of the Company and hereby assign to the Company all my right, title and interest in and to any and all Creations created or otherwise developed, alone or in conjunction with others. I further agree to assign to any third party, including the United States government, all my right, title and interest in and to any and all Creations whenever such assignment is requested by a contract between the Company and such third party.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Creations made by me, in the form of notes, sketches, drawings and other notations which may be specified by the Company, which records will be available to and remain the sole property of the Company at all times.

(d) Disclosure of Creations and Filings. I agree to promptly disclose to the Company in writing all Creations created or otherwise developed by me alone or in conjunction with others, as well as any and all patent applications or copyright registrations filed by me during and within one year after termination of my Relationship with the Company.

(e) Assistance; Power of Attorney. During and after my Relationship with the Company, I agree that I will give the Company all assistance it reasonably requires (at the Company's expense) to file for, maintain, protect and enforce the Company's patents, copyrights, trademarks, trade secrets and other rights in Creations, in any and all countries. To that end I will sign all documents and do all other acts which the Company may determine necessary or desirable including, without limitation, giving evidence and testimony in support of the Company's rights hereunder. Furthermore, to accomplish the actions set forth in this Section, I hereby irrevocably appoint each of the executive officers of the Company as my attorney-in-fact to execute and deliver any documents on my behalf in my name and to do all other lawfully permitted acts. I acknowledge and agree that this power of attorney is coupled with an interest and that this power of attorney is not affected by my subsequent death, disability or incapacity or lapse of time.

(f) Intellectual Property Rights in Works of Authorship. I acknowledge and agree that any intellectual property rights in Creations which are works of authorship belong to the Company and are "works made for hire" within the definition of section 101 of the United States Copyright Acts of 1976, Title 17, United States Code. The Company or any of its direct or indirect licensees will not be obligated to designate me as author of any design, software, firmware, related documentation, or any other work of authorship when distributed publicly or otherwise, nor to make any distribution.

3. CONFIDENTIAL INFORMATION

(a) Ownership of Confidential Information; No Disclosure or Use of Confidential Information. All Confidential Information which I create or otherwise develop or which comes into my possession or that previously came into my possession will be and remain the exclusive property of the Company. Unless authorized in writing by the Company, I will maintain all Confidential Information in confidence and, except as necessary in conjunction with my work for the Company, will not directly or indirectly publish, communicate, copy or make notes of, divulge to anyone outside the Company or use for my own or another's benefit any Confidential Information, in whole or in part, either during or after my Relationship with the Company. I agree that I will promptly disclose to the Company all Confidential Information developed by me. I will abide by any policies and procedures adopted from time to time by the Company to facilitate such disclosures. Nothing herein will be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of competent jurisdiction or authorized government agency; provided, that such disclosure does not exceed the extent of disclosure required by such law, regulation or order and that prior to such disclosure, I will, to the extent permitted by law, give the Company written notice of such requirement and a reasonable opportunity to seek confidential treatment of the Confidential Information.

(b) Returning Company Documents and Property. Upon request of the Company and, in any event, upon termination of my Relationship with the Company, I will promptly surrender and deliver to the Company (and will not keep in my possession or deliver to anyone else), and agree not to use, any Confidential Information, records, data, notes, reports, proposals, lists, correspondence, computer code, specifications, drawings, blueprints, sketches, flow diagrams, materials, equipment, devices, thumb drives or other removable information storage devices or any other documents or property of the Company (including photocopies or other reproductions of any of the aforesaid items and including any of the aforesaid items stored on non-Company devices, networks, storage locations and media in my possession or control).

(c) Confidential Information of Third Parties. During my Relationship with the Company I may receive information claimed by third parties to be their confidential information under non-disclosure agreements agreed to by the Company or pursuant to legal obligations of the Company to such third parties. I agree that I will abide by such agreements and obligations and will not disclose such information to any person or organization, except as is necessary in carrying out my work for the Company consistent with the Company's agreement with, or obligations to, such third parties. At the request of the Company and, in any event, upon the termination of my Relationship with the Company, I will promptly surrender to the Company any such information.

(d) Geographic and Temporal Scope. I acknowledge and agree that my obligations set forth in this Section 3 will be applicable and discharged in any geographic area where my breach of the obligations might harm the Company; provided, however, that in the event a court of competent jurisdiction determines that my obligations set forth in this Section 3 should be limited to a particular geographic area, the applicable geographic area will be the United States of America. Similarly, my non-disclosure obligations set forth in Section 3(a) will remain in effect for as long as I possess Confidential Information, the disclosure of which would harm the Company; provided, however, that in the event a court of competent jurisdiction determines that my obligations set forth in Section 3(a) should be limited in time, the applicable time will be all times during my Relationship with the Company and for 12 months thereafter.

4. NON-USE OF PROPERTY OF THIRD PARTIES. During my Relationship with the Company, I will not improperly use or disclose any confidential or proprietary information or property of any third party (including any former employer of mine).

5. NO PRIOR RESTRICTIONS. I hereby represent and warrant that I am free to enter into my Relationship with the Company and that there are no contracts or restrictive covenants preventing or restricting full performance of my duties.

6. EXPORT LAW ASSURANCES. I agree that I will not download, ship, transfer, export or re-export, directly or indirectly, any technology, software or any other technical data received from the Company, or any products or materials utilizing such technology, software or technical data, to any country designated from time to time by the U.S. government for non-export of regulated technology or to anyone on the U.S. Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists, List of Specially Designated Narcotics Traffickers or the U.S. Commerce Department's Table of Denial Orders or in violation of any applicable export laws or regulations.

7. NO GUARANTEE OF EMPLOYMENT. I expressly acknowledge and agree that this is not an agreement by the Company to employ me, or otherwise engage my services, for any period of time, and unless otherwise expressly agreed in writing between me and the Company, my Relationship with the Company may be terminated at any time, with or without cause by either myself or the Company. All of the terms of this Agreement will survive any termination of my Relationship with the Company.

8. NO EXPECTATION OF PRIVACY. I agree that the Company owns, and retains the right, with or without cause or notice to me, to access or monitor all Electronic Information, including but not limited to my e-mail, text messages and voice mail. I agree that I have no reasonable expectation of privacy in the Electronic Information and expressly waive any right of privacy or similar right in the Electronic Information. I agree that Electronic Information is the sole and exclusive property of the Company. Any of my files, e-mail or other Electronic Information stored on the Company's computer and/or communications systems and devices is the property of the Company. I agree that I will not install or use encryption software on any of the Company's computers without first obtaining written permission from the Company. I agree that I will not use passwords or encryption keys that are unknown to my manager or supervisor.

9. NO WAIVER OF COMPANY'S STATUTORY RIGHTS. I acknowledge and agree that nothing in this Agreement waives any statutory right, remedy, protection or privilege of the Company under applicable law.

10. OTHER PROVISIONS.

(a) Severability. If any provision of this Agreement or portion thereof is determined by a court of competent jurisdiction to be wholly or partially unenforceable for any reason, such provision or portion thereof will be considered separate from the remainder of this Agreement, which will remain in full force and effect. Any court of competent jurisdiction is authorized to "blue-pencil" any unenforceable or unreasonable portion of this Agreement to eliminate grammatically severable words, phrases, sentences, or paragraphs in order to render the remaining language enforceable and reasonable.

(b) Waiver. The Company's waiver or failure to enforce any violation or provision of this Agreement will not constitute a waiver of its rights hereunder with respect to any other or continuing violation or provision of this Agreement, and will be effective only if in writing, signed by the Company, and then only in the specific instance and for the specific purpose given.

(c) Governing Law. The Company is a Delaware corporation. Accordingly, all matters relating to the interpretation, construction, application, validity, and enforcement of this Agreement will be governed by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule, whether of the State of Delaware or any other jurisdiction, that would cause the application of laws of any jurisdiction other than the State of Delaware.

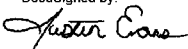
(d) Successors and Assigns. The Company may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of Company to which my Relationship with the Company relates. This Agreement will be for the benefit of and be binding upon: i) my executors, heirs, and personal representatives, and ii) the successors and assigns of the Company.

(e) Agreement; Amendments. This Agreement is in addition to and supplements any existing agreements between me and the Company (each, a "Relationship Agreement") regarding Creations, Electronic Information, Confidential Information and the other matters referred to herein between myself and the Company. This Agreement is not intended to supersede any Relationship Agreement, each of which will remain in full force and effect according to its terms. In the event of any conflict between this Agreement and any Relationship Agreement, this Agreement will control. No amendment or modification of this Agreement will be effective unless made in writing signed by me and the Company.

(f) Acknowledgment. I acknowledge that I have received, read, and understand this Agreement and agree to be legally bound hereby.

[Signatures on following page]

Employee:

DocuSigned by:

6275D98BF37B4DB...

Signature

Justin Evans

Print Name


October 11, 2019

Date

Accepted and agreed:

Company:

Anthem One, Inc.

DocuSigned by:

7383A5E3C55F4C8...

By: _____

Scott Hansbury, President and Chief Financial Officer

[Signature Page to Propriety Rights Agreement]