

**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

**INTELLECTUAL PROPERTY ASSIGNMENT A**

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), effective as of March 1, 2024 (the "Effective Date"), by and between:

POLAR DYNAMICS ROBOTICS, INC., a Delaware corporation with its principal place of business at 2100 Innovation Drive, Cambridge, Massachusetts 02142 (the "Company")

and

THE UNDERSIGNED EMPLOYEE, as identified in the signature block below.

"Employee").

## **RECITALS**

WHEREAS, the Company is engaged in the business of developing and commercializing extreme-condition autonomous mobile robots, including proprietary cold-resistant navigation systems, reinforced chassis design, and the BlueCore(TM) technology platform (the "Business");

WHEREAS, the Employee is or will be employed by the Company and will create, conceive, or contribute to various inventions, innovations, designs, original works of authorship, and other intellectual property in connection with such employment; and

WHEREAS, as a condition of employment, the Company requires that the Employee assign to the Company all rights, title, and interest in and to such

intellectual property.

NOW, THEREFORE, in consideration of employment with the Company and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **1. DEFINITIONS**

1 "Intellectual Property" means any and all:

- (a) inventions, discoveries, improvements, ideas, concepts, and designs;
- (b) software, source code, algorithms, and databases;
- (c) trade secrets and know-how;
- (d) patents, patent applications, and patent rights;
- (e) copyrights and copyrightable works;
- (f) trademarks, service marks, trade dress, and trade names;

- (g) all other intellectual property and proprietary rights; and
- (h) all related documentation and materials.

2 "Company IP" means all Intellectual Property that Employee solely or

- (a) develops, creates, or conceives during employment with the Company;
- (b) develops using Company resources, facilities, or confidential information;
- (c) develops within the scope of Employee's duties for the Company; or
- (d) develops relating to the Company's Business, products, or research.

## **2. ASSIGNMENT OF INTELLECTUAL PROPERTY**

1 Employee hereby irrevocably assigns, transfers, and conveys to the Company

- (a) all patents, copyrights, and other intellectual property rights;
- (b) all rights to apply for and obtain registrations and renewals;

- (c) all rights to sue for past, present, and future infringement;
- (d) all rights to royalties, profits, and other benefits; and
- (e) all rights to create derivative works and modifications.

2 Employee agrees to promptly disclose to the Company all Company

3 The assignment includes all Company IP developed prior to the Eff

### **3. ASSISTANCE AND COOPERATION**

1 Employee agrees to:

- (a) execute all documents necessary to perfect the Company's rights;
- (b) assist in patent, copyright, and trademark applications;
- (c) testify in legal proceedings regarding Company IP;
- (d) assist in enforcement of intellectual property rights; and

(e) perform all other reasonable acts requested by the Company.

2 The Company shall reimburse Employee for reasonable expenses incurred by Employee in the performance of his or her duties.

#### **4. WORKS MADE FOR HIRE**

1 All copyrightable Company IP shall be considered "works made for hire" under the Copyright Act of 1976.

2 To the extent any Company IP does not qualify as work made for hire under the Copyright Act of 1976, the Company shall own all right, title and interest in and to such IP.

#### **5. EXCLUDED INVENTIONS**

1 This Agreement does not apply to Intellectual Property that:

(a) was developed entirely on Employee's own time;

(b) was developed without Company resources or facilities;

(c) does not relate to the Company's Business or anticipated research

(d) does not result from work performed for the Company.

2 Employee has listed all excluded inventions on Exhibit A attached h

## **6. REPRESENTATIONS AND WARRANTIES**

Employee represents and warrants that:

(a) Employee has full right and power to enter into this Agreement;

(b) Employee has not granted and will not grant any conflicting rights;

(c) Employee's performance will not violate any other agreement; and

(d) All Company IP will be original work of Employee.

## **7. TERM AND TERMINATION**

1 This Agreement commences on the Effective Date and continues th

2 Sections 2, 3, 4, 6, 8, and 9 survive termination of this Agreement.

## **8. REMEDIES**

1 Employee acknowledges that monetary damages would be inadequ

2 The Company shall be entitled to injunctive relief in addition to other

## **9. GENERAL PROVISIONS**

1 This Agreement constitutes the entire agreement regarding the subj

2 This Agreement shall be governed by Delaware law without regard t



3 Any modifications must be in writing signed by both parties.

4 If any provision is found invalid, the remainder shall continue in effect.

5 This Agreement binds and benefits the parties and their successors.

IN WITNESS WHEREOF, the parties have executed this Agreement and  
Date.

POLAR DYNAMICS ROBOTICS, INC.

**By:** \_

Name: Victoria Wells

Title: Chief Financial Officer

**Date:** \_

EMPLOYEE:

**Signature:** \_

**Print Name:** \_

**Date:** \_

## **EXHIBIT A**

EXCLUDED INVENTIONS

(List or write "NONE" if applicable)

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