

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

C. John GLOSSNER (09/29/2005), Mayan MOUDGILL (09/29/2005), Michael J. SCHULTE (09/30/2005) and Erdem HOKENEK (09/29/2005)

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) Indicated in Box 1 above

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other

2. Name and address of receiving party(ies)

Name: Sandbridge Technologies, Inc.

Internal Address: _____

Street Address: 1 North Lexington Avenue

10th Floor

City: White Plains

State: New York

Country: U.S.A. Zip: 10601

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

11/096,921

11/096,917

11/096,767

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Docket Administrator (18164-3, 6, 9)

Internal Address: Lowenstein Sandler P.C.

Street Address: 65 Livingston Avenue

City: Roseland

State: New Jersey Zip: 07068

Phone Number: 973.597.2500

Fax Number: 973.597.2400

Email Address: _____

6. Total number of applications and patents involved: 3**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00**

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 501358

Authorized User Name James F. Dobrow

9. Signature:

James F. Dobrow, Reg. No.: 46,666

Name of Person Signing

October 27, 2005

Date

Total number of pages including cover sheet, attachments, and documents:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

Doc. No. 1802073

700221005

PATENT
REEL: 016950 FRAME: 0482

CH \$120.00 501358 11096921

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

ASSIGNMENT

WHEREAS, I, C. John Glossner (citizen of the United States of America), ("ASSIGNOR") residing at 26 Benedict Place, Carmel, New York 10512, have invented, developed, and/or have rights in the inventions ("THE INVENTIONS") disclosed in: United States Non-Provisional Patent Application entitled **PROCESSOR HAVING PARALLEL VECTOR MULTIPLY AND REDUCE OPERATIONS WITH SEQUENTIAL SEMANTICS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,921, United States Non-Provisional Patent Application entitled **MULTITHREADED PROCESSOR WITH MULTIPLE CONCURRENT PIPELINES PER THREAD**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,917, and United States Non-Provisional Patent Application entitled **PROCESSOR HAVING COMPOUND INSTRUCTION AND OPERATION FORMATS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,767 (the "Patent Applications");

AND WHEREAS SANDBRIDGE TECHNOLOGIES, INC. ("ASSIGNEE"), a Delaware corporation having a place of business at 1 North Lexington Avenue, 10th Floor, White Plains, New York 10601, desires to acquire the entire right, title, and interest in and to THE INVENTIONS and the Patent Applications;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) in hand and/or other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to THE INVENTIONS and the Patent Applications and all patents and patent applications claiming priority to and/or benefit of the Patent Applications including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTIONS in any foreign country/countries, and all patents (including all extensions, renewals and reissues thereof) granted for THE INVENTIONS and the Patent Applications in any foreign country/countries;

AND I HEREBY authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue all patents for THE INVENTIONS and/or the Patent Applications in the name of ASSIGNEE in accordance with the terms of this assignment;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to ASSIGNEE any facts known to us respecting THE INVENTIONS and the Patent Applications, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, and reissue applications,

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for THE INVENTIONS and the Patent Applications in all countries.

In testimony whereof, I hereunto set my hand this 29 day of September, 2005.

C. John Glossner
C. John Glossner

JOSEPH GONZALEZ
Printed Name of Witness

Joseph Gonzalez
Signature of Witness

Sept. 29, 2005
Date

OR

STATE OF _____)
COUNTY OF _____) SS:

On _____, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared **C. John Glossner**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

(Notary Public)

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

ASSIGNMENT

WHEREAS, I, Mayan Moudgill (citizen of India), ("ASSIGNOR") residing at 143 Juniper Hill Road, White Plains, New York 10607, have invented, developed, and/or have rights in the inventions ("THE INVENTIONS") disclosed in: United States Non-Provisional Patent Application entitled **PROCESSOR HAVING PARALLEL VECTOR MULTIPLY AND REDUCE OPERATIONS WITH SEQUENTIAL SEMANTICS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,921, United States Non-Provisional Patent Application entitled **MULTITHREADED PROCESSOR WITH MULTIPLE CONCURRENT PIPELINES PER THREAD**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,917, and United States Non-Provisional Patent Application entitled **PROCESSOR HAVING COMPOUND INSTRUCTION AND OPERATION FORMATS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,767 (the "Patent Applications");

AND WHEREAS SANDBRIDGE TECHNOLOGIES, INC. ("ASSIGNEE"), a Delaware corporation having a place of business at 1 North Lexington Avenue, 10th Floor, White Plains, New York 10601, desires to acquire the entire right, title, and interest in and to THE INVENTIONS and the Patent Applications;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) in hand and/or other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to THE INVENTIONS and the Patent Applications and all patents and patent applications claiming priority to and/or benefit of the Patent Applications including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTIONS in any foreign country/countries, and all patents (including all extensions, renewals and reissues thereof) granted for THE INVENTIONS and the Patent Applications in any foreign country/countries;

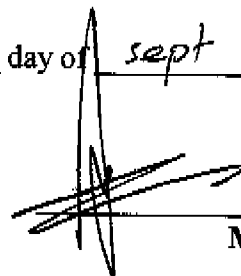
AND I HEREBY authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue all patents for THE INVENTIONS and/or the Patent Applications in the name of ASSIGNEE in accordance with the terms of this assignment;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

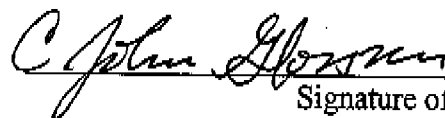
AND I HEREBY further covenant and agree that I will communicate to ASSIGNEE any facts known to us respecting THE INVENTIONS and the Patent Applications, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for THE INVENTIONS and the Patent Applications in all countries.

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

In testimony whereof, I hereunto set my hand this 19 day of sept, 2005.

Mayan MoudgillC. John Glossner

Printed Name of Witness



Signature of Witness

29 Sept 2005

Date

OR

STATE OF _____)
COUNTY OF _____) SS:

On _____, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared **Mayan Moudgill**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

(Notary Public)

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

ASSIGNMENT

WHEREAS, I, Michael J. Schulte (citizen of the United States of America), ("ASSIGNOR") residing at 1134 N. Westfield Road, Madison, Wisconsin 53717, have invented, developed, and/or have rights in the inventions ("THE INVENTIONS") disclosed in: United States Non-Provisional Patent Application entitled **PROCESSOR HAVING PARALLEL VECTOR MULTIPLY AND REDUCE OPERATIONS WITH SEQUENTIAL SEMANTICS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,921, United States Non-Provisional Patent Application entitled **MULTITHREADED PROCESSOR WITH MULTIPLE CONCURRENT PIPELINES PER THREAD**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,917, and United States Non-Provisional Patent Application entitled **PROCESSOR HAVING COMPOUND INSTRUCTION AND OPERATION FORMATS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,767 (the "Patent Applications");

AND WHEREAS SANDBRIDGE TECHNOLOGIES, INC. ("ASSIGNEE"), a Delaware corporation having a place of business at 1 North Lexington Avenue, 10th Floor, White Plains, New York 10601, desires to acquire the entire right, title, and interest in and to THE INVENTIONS and the Patent Applications;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) in hand and/or other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to THE INVENTIONS and the Patent Applications and all patents and patent applications claiming priority to and/or benefit of the Patent Applications including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTIONS in any foreign country/countries, and all patents (including all extensions, renewals and reissues thereof) granted for THE INVENTIONS and the Patent Applications in any foreign country/countries;

AND I HEREBY authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue all patents for THE INVENTIONS and/or the Patent Applications in the name of ASSIGNEE in accordance with the terms of this assignment;

AND I HEREBY covenant that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith;

AND I HEREBY further covenant and agree that I will communicate to ASSIGNEE any facts known to us respecting THE INVENTIONS and the Patent Applications, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, and reissue applications,

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for THE INVENTIONS and the Patent Applications in all countries.

In testimony whereof, I hereunto set my hand this 30 day of September, 2005.



Michael J. Schulte

Printed Name of Witness

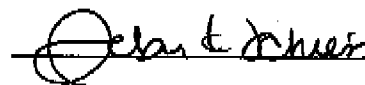
Signature of Witness

Date

OR

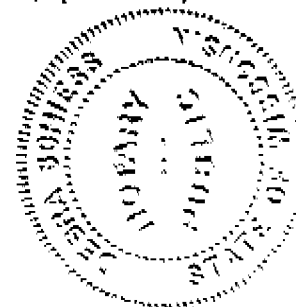
STATE OF Wisconsin)
) SS:
COUNTY OF Dane)

On September 30, 2005, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared **Michael J. Schulte**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.



(Notary Public)

Exp. NOV 5, 2006



Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

ASSIGNMENT

WHEREAS, Erdem Hokenek (a citizen of the United States of America), ("ASSIGNOR") residing at 3426 Fairview Court, Yorktown Heights, New York 10598, has invented, developed, and/or has rights in the inventions ("THE INVENTIONS") disclosed in: United States Non-Provisional Patent Application entitled **PROCESSOR HAVING PARALLEL VECTOR MULTIPLY AND REDUCE OPERATIONS WITH SEQUENTIAL SEMANTICS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,921, United States Non-Provisional Patent Application entitled **MULTITHREADED PROCESSOR WITH MULTIPLE CONCURRENT PIPELINES PER THREAD**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,917, and United States Non-Provisional Patent Application entitled **PROCESSOR HAVING COMPOUND INSTRUCTION AND OPERATION FORMATS**, filed in the United States Patent and Trademark Office on April 1, 2005, and assigned application serial number 11/096,767, (the "Patent Applications");

AND WHEREAS SANDBRIDGE TECHNOLOGIES, INC. ("ASSIGNEE"), a Delaware corporation having a place of business at 1 North Lexington Avenue, 10th Floor, White Plains, New York 10601, desires to acquire the entire right, title, and interest in and to THE INVENTIONS and the Patent Applications;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) in hand and/or other good and valuable consideration, the receipt of which is hereby acknowledged, I have sold, assigned, transferred and set over, and do hereby sell, assign, transfer and set over to ASSIGNEE the entire right, title and interest in and to THE INVENTIONS and the Patent Applications and all patents and patent applications claiming priority to and/or benefit of the Patent Applications including divisions, continuations, and continuations-in-part thereof and all reissues, reexaminations, and extensions thereof, and all priority rights under the International Convention for the Protection of Industrial Property for every member country, and all applications for patents (including related rights such as utility-model registrations, registrations, inventor's certificates, and the like) heretofore or hereafter filed for THE INVENTIONS in any foreign country/countries, and all patents (including all extensions, renewals and reissues thereof) granted for THE INVENTIONS and the Patent Applications in any foreign country/countries;

AND I HEREBY authorize and request the United States Commissioner of Patents and Trademarks, and any officials of foreign countries whose duty is to issue patents on applications as aforesaid, to issue all patents for THE INVENTIONS and/or the Patent Applications in the name of ASSIGNEE in accordance with the terms of this assignment;

AND ASSIGNOR HEREBY covenants that ASSIGNOR has full right to convey the entire interest herein assigned, and that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith;

AND ASSIGNOR HEREBY further covenants and agrees that ASSIGNOR will communicate to ASSIGNEE any facts known to us respecting THE INVENTIONS and the Patent Applications, sign all lawful papers, execute all divisional, continuation, continuations-in-part, substitute, reexamination, and

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE to obtain and enforce proper patent protection for THE INVENTIONS and the Patent Applications in all countries.

I, the undersigned, Joseph Gonzalez, hereby sign this Assignment as attorney-in-fact, on behalf of ASSIGNOR, Erdem Hokenek.

I am an employee of ASSIGNEE, having the title of Executive Vice President and Chief Financial Officer. Based on my position as Executive Vice President and Chief Financial Officer of ASSIGNEE, I hereby state that I have authority to act on behalf of ASSIGNEE.

Furthermore, I, acting as a duly authorized representative of ASSIGNEE, sign this Assignment on behalf of ASSIGNOR, based on the power of attorney granted by way of an executed Proprietary Information and Inventions Agreement between ASSIGNOR and ASSIGNEE, a copy of which is annexed hereto and made part hereof.

AND I HEREBY grant Mark P. Kesslen (34,848), Mary Catherine DiNunzio (37,306), Stephen R. Buckingham (40,538), Hallie K. Brown (41,910), James F. Dobrow (46,666), Beverly W. Lubit (47,759), Daniel S. Sierchio (53,591), or any other attorney of Lowenstein Sandler PC, which has a place of business at 65 Livingston Avenue, Roseland, NJ 07068, the right and full power of attorney to enter all further identifying information of the improvements and the Patent Applications as may be deemed necessary or desirable for the recordation or perfection of this ASSIGNMENT.

— SIGNATURES BEGIN ON NEXT PAGE —

Attorney Docket Nos.: 18164-3, 18164-6, 18164-9

In testimony whereof, I hereunto set my hand this 29th day of Sept., 2005.

Signature: Joseph Gonzalez

Name: Joseph Gonzalez

Title: Executive Vice President and Chief Financial Officer

C. John Glossner

Printed Name of Witness

C. John Glossner

Signature of Witness

29 Sept 2005

Date

OR

STATE OF _____)
COUNTY OF _____) SS:

On _____, 200____, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared **Joseph Gonzalez**, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

(Notary Public)

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

The following confirms an agreement between me, Erdem Hokenek, and Sandbridge Technologies, Inc., a Delaware corporation (the "Company"), which is a material part of the consideration for my employment by Company:

1. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing, create, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. I have not brought any proprietary or confidential information with me from any previous employer and I am not subject to or in violation of any proprietary information agreement, nondisclosure agreement or like agreement involving proprietary information that will be utilized by the Company. Further, I have not retained anything containing any confidential information of a prior employer or third party, whether or not created by me.

2. Company shall own all rights, title and interests (including patent rights, copyrights, secret rights, mask work rights and all other intellectual and industrial property rights throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company (collectively, "Inventions") and I will promptly disclose all Inventions to Company. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Company, at Company's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate Company as my agent and attorney-in-fact to act for and in my behalf to execute and file documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me. If anything created by me prior to my employment relates in any way to Company's actual or proposed business, I have listed it on Appendix A hereto. If I wish to clarify that something created by me prior to my employment that relates to Company's actual or proposed business is not within the scope of this Agreement, I have listed this on Appendix A. If I use or disclose my own confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company, I may, will have and I hereby grant Company a perpetual, irrevocable, worldwide royalty-free, exclusive, sublicensable right and license to exploit and exercise all such confidential information and intellectual property rights.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent I retain any Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral

rights with respect thereto. I will confirm in writing any such ratifications, consents and agreements at any time to time as requested by Company.

4. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute confidential and proprietary information of Company "Proprietary Information." During the term of my employment and after termination of my employment, I will keep in confidence and not disclose or, except as necessary to perform my duties during my employment with the Company, use any Proprietary Information. However, I shall not be obligated by this paragraph with respect to information that I can document is or later becomes readily and lawfully available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records, (ii) materials distributed to shareholders generally and (iii) this Agreement. I recognize and agree that I have no expectation of privacy with respect to Company's communications, networking or information processing systems (including, without limitation, computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

5. Until twelve months after the term of my employment, I will not encourage or solicit any employee or consultant of Company to leave the Company for any reason (except for the bona fide termination of Company personnel within the scope of my employment). For purposes of this paragraph, an employee of the Company will be deemed to continue to be an employee of the Company for a period of six months after termination of such employee's employment with the Company.

6. I agree that during the term of my employment with Company (whether or not during business hours) and for a period of one (1) year thereafter, I will not engage in any activity that is in any way competitive with the business or demonstrably anticipated business of Company, and I will not assist any other person or organization in competing or in preparing to compete with any business or demonstrably anticipated business of Company.

7. I agree that this Agreement is not an employment contract for any particular term and I reserve the right to resign and Company has the right to terminate my employment at will, at any time for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, in the event of any conflict between such terms and conditions and the terms of this Agreement, the terms of this Agreement will govern, provided however, in the event of any conflict between the terms of this Agreement and the nonsolicitation provisions set forth in Section 7(a) of that certain employment agreement by and between me and Company of even date herewith (the "Employment Agreement"), the Employment Agreement will govern. This Agreement can only be changed by a subsequent agreement signed by me and a duly authorized officer of Company.

8. I agree that my obligations under paragraphs 2, 3, 4, 5 and 6 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 2, 3 and 4 also shall be binding upon my heirs, executors, assigns, and administrators and shall inure to the benefit of Company, its subsidiaries, successors and assigns.

9. Any dispute in the meaning, effect or validity of this Agreement shall be resolved in accordance with the laws of the State of New York, without regard to the conflict of laws provisions thereof. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable New York law, such illegal or unenforceable portion(s) shall be deleted or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, the Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COPY OF THIS AGREEMENT WILL BE RETAINED BY COMPANY AND THE OTHER COPY WILL BE RETAINED BY ME.

IN WITNESS WHEREOF, the parties have executed this Proprietary Information and Inventions Agreement on the day and year first indicated above.

Sandbridge Technologies, Inc.

By:

C. John Glossner

Name:

John Glossner

Title:

President

Developer

ERDEM HOKENEK

Address: 3426 FAIRVIEW CT.

YORKTOWN HTS NY 10598