

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Employment agreement obligating assignor to assign invention to assignee
CONVEYING PARTY DATA	
Name	Execution Date
Danny Ben Shitrit	06/25/1998
RECEIVING PARTY DATA	
Name:	America Online, Inc.
Street Address:	22000 AOL Way
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11359750
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 783-5070
Email:	faeth@fr.com
Correspondent Name:	Thomas A. Rozylowicz
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	06975-658001
NAME OF SUBMITTER:	Thomas A. Rozylowicz

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Total Attachments: 5
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Confidentiality/Non-Competition/Proprietary Rights Agreement

In consideration for the agreement of America Online, Inc., and/or its subsidiaries or affiliates (collectively "America Online") to employ me and as a condition to my continued employment by America Online, I hereby agree as follows:

1. I acknowledge that I may be furnished or may otherwise receive or have access to information which relates to America Online's past, present or future products, software, research, development, improvements, inventions, processes, techniques, designs or other technical data, or regarding administrative, management, financial, marketing or manufacturing activities of America Online or of a third party which provided proprietary information to America Online on a confidential basis. All such information, shall be considered by America Online as proprietary and confidential ("Proprietary Information").
2. Both during and after the term of this Agreement, I agree to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to me before this Agreement is signed or afterward. In addition, I shall not (i) disclose or disseminate the Proprietary Information to any third party, including employees of America Online without a need to know, (ii) remove Proprietary Information from America Online's premises, or (iii) use Proprietary Information for my own benefit or for the benefit of any third party.
3. The foregoing obligations shall not apply to any information which I can establish to have (i) become publicly known without breach of this Agreement by me; (ii) been given to me by a third party who is not obligated to maintain confidentiality; or (iii) been developed by me prior to the date of this Agreement is signed, as established by documentary evidence. If I receive information with uncertain confidentiality, I agree to treat such information as Proprietary Information until I have verification from management that such information is neither confidential nor proprietary.
4. All Proprietary Information used or generated during the course of working for America Online is the property of America Online. I agree to deliver to America Online all documents and other tangibles (including diskettes and other storage media) containing Proprietary Information upon termination of my employment with America Online or otherwise within (3) days after America Online so requests.
5. I acknowledge and agree that all writings or works of authorship, including, without limitation, program codes or documentation, produced or authored by me in the course of performing services for America Online, together with any copyrights on those writings or works of authorship, are works made for hire and the property of America Online. To the extent that any such writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by me to America Online of the ownership of, and all rights of copyright in such items, and America Online shall have the right to obtain and hold in its own name, all rights of copyright, copyright registrations and similar

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protections which may be available in the works. I agree to give America Online or its assignees all assistance reasonably required to perfect such rights.

6. I shall and hereby do assign to America Online my entire right, title and interest in any invention, technique, process, device, discovery, improvement or know-how, patentable or not, hereafter made or conceived solely or jointly by me while working for America Online, which relates in any manner to the actual or anticipated business or research and development of America Online or is suggested by or results from any task assigned to me or work performed by me for or on behalf of America Online or for which America Online equipment, supplies, facilities, information or materials are used. I shall disclose any such invention, technique, process, device, discovery, improvement or know how promptly, and execute a specific assignment of title to America Online, and do anything else reasonably necessary to enable America Online to secure patent, trade secret or any other proprietary rights in the United States or foreign countries.
7. Any inventions I have made or conceived before my employment with America Online are listed and described below. These items are excluded from this Agreement.
8. I understand that I may continue to work on, and retain rights to, projects of my own interest outside of America Online provided that (i) they do not fall under paragraphs 5 or 6 above; (ii) they do not interfere in any way with my time at work for America Online; and (iii) should any products with potential commercial application result from any such project, America Online shall be given the right of first refusal to purchase and market such products.
9. I shall not submit any article for publication or deliver any public speech that contains any information relating to the business of America Online or that identifies me as an employee or representative of America Online without receiving the prior written consent of an officer of America Online.
10. During the term of my employment by America Online and for a period of one year after the termination of my employment for any reason, but not less than three years from the date of this agreement, I will not, within the United States or any other country in which America Online or a licensee of America Online is then operating or preparing to operate, directly ~~manage, operate, join, control, be employed by or participate in the ownership, management, operation or control of, or be connected in any manner with, any business of the type and character of business engaged in by America Online at the time of such termination.~~
11. I represent and warrant that: (i) I am able to enter into this Agreement and that such ability is not limited or restricted by any agreements or understandings between me and other persons or companies; (ii) I will not disclose to America Online or its clients, or induce America Online to use or disclose, any proprietary information or material belonging to others, except with the written permission of the owner of such information or material; and (iii) any information, materials or products I develop for, or any advice I provide to, America Online shall not rely or in any way be based upon confidential or proprietary information or trade secrets obtained or derived by me from sources other than America Online. I hereby agree to indemnify and hold

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America Online harmless from and against any and all damages, claims, costs and expenses, including reasonable attorneys' fees, based on or arising, directly or indirectly, from the breach of any agreement or understanding between me and another person or company including, but not limited to, liability arising from any confidential or proprietary information or trade secrets I have obtained from sources other than America Online.

12. I will fully comply, and do all things necessary for America Online to fully comply, with all appropriate U.S. Government and Israeli Government laws and regulations, and with the provisions of contracts between America Online and the agencies of the U.S. Government or contractors, and Israeli Government or contractors, which relate to patent rights, technical data, or to the safeguarding of information and material.

13. While working for America Online and for a period of one year after any termination of my employment with America Online, I will not attempt, either directly or indirectly, to induce or attempt to influence any employee of America Online to leave America Online's employ.

14. While working for America Online and for a period of one year after any termination of my employment with America Online, I will not solicit business from any of America Online's customers, either directly or indirectly, for the benefit of anyone other than America Online or participate or assist in any way in the solicitation of business from any such customers as an employee of or consultant to another entity, unless the business being solicited is not competitive with the services provided by America Online to such customers.

15. I acknowledge and agree that:

a) (i) my contractual obligations under paragraphs 2, 10, 11, 13 and 14 have a unique and very substantial value to America Online, (ii) I have sufficient assets and other skills to provide a reasonable livelihood for myself while such paragraphs are in force, and (iii) I am subject to immediate dismissal by America Online for any breach of those provisions and that such dismissal shall not relieve me from my continuing obligations under this Agreement or from the imposition by a court of any judicial remedies, such as money damages or equitable enforcement of those provisions.

b) the terms and provisions of this Agreement are applicable to all information and materials developed for, or any advice provided to, America Online prior to the signing of this Agreement; and

(c) the termination of my employment with America Online, for any reason, shall not relieve me from complying with the undertakings and agreements contained herein, which call for performance prior or subsequent to the termination date, including, but not limited to those undertakings and agreements set forth in paragraphs 2, 4, 10, 11, 13 and 14.

16. Should I be found liable for any action taken to enforce this Agreement, I will reimburse America Online for its reasonable attorneys' fees and court costs.

17. No act or failure to act by America Online will waive any right contained herein, any waiver by America Online must be in writing and signed by an officer of America Online to be effective.
18. This Agreement shall be binding on my heirs, executors and administrators and on successors and assigns of America Online; however, I shall not have the right to assign this Agreement.
19. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by a court with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable force and effect.
20. This Agreement shall be governed by the laws of the Commonwealth of Virginia as such laws are applied to contracts executed by Commonwealth of Virginia residents and performed entirely within the Commonwealth of Virginia.
21. This document constitutes my entire Agreement with America Online with respect to its subject matter, superseding any prior negotiations and agreements. This Agreement may not be changed in any respect except by a written agreement signed by both myself and an officer of America Online.
22. All remedies provided herein are cumulative and in addition to all other remedies which may be available at law or in equity.

Witness Ariel Yarnitzky
Date 25/6/98

Signature [Signature]
Print Name: DANNY BEN SHIFRIT
Date: 06/25/98

For America Online, Inc.

Signature B. Tiane Mitchell
Print Name: B. Tiane Mitchell
Date: June 8, 1998

Prior inventions to be excluded from this Agreement are listed and briefly described below:

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