

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Katharina Veronika Koelle	10/03/2001
Wendy Midwinter	10/15/2001
RECEIVING PARTY DATA	
Name:	Widevine Technologies, Inc.
Street Address:	900 Fourth Avenue
Internal Address:	Suite 3400
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98164
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11532855
CORRESPONDENCE DATA	
Fax Number:	(212)527-7701
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2062628915
Email:	nstacey@darbylaw.com
Correspondent Name:	Darby & Darby
Address Line 1:	P.O. Box 5257
Address Line 4:	New York, NEW YORK 10150-5257
ATTORNEY DOCKET NUMBER:	08223/100S053-US6
NAME OF SUBMITTER:	Nancy L. Stacey
Total Attachments: 17 source=80106132#page1.tif source=80106132#page2.tif	

OP \$40.00 11532855

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PATENT
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Docket No.: 08223/100S053-US6
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Katharina Veronika Koelle et al.

Application No.: 11/532,855

Confirmation No.: 3538

Filed: September 18, 2006

Art Unit: 2611

For: METHOD FOR EVOLVING DETECTORS TO
DETECT MALIGN BEHAVIOR IN AN
ARTIFICIAL IMMUNE SYSTEM

Examiner: Not Yet Assigned

NOTICE UNDER 35 U.S.C. 261 REGARDING ASSIGNMENT

MS Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

You are hereby on notice that Widevine Technologies, Inc., a Washington, U.S.A. corporation (hereafter "WIDEVINE"), claims all rights to the invention(s) described in the patent application entitled METHOD FOR EVOLVING DETECTORS TO DETECT MALIGN BEHAVIOR IN AN ARTIFICIAL IMMUNE SYSTEM, filed September 18, 2006, and assigned attorney docket number 08223/100S053-US6 and serial number 11/532,855,.

Pursuant to the Notice of Recordation of Assignment Document for the Provisional Patent Application No. 60/330,311 filed October 17, 2001 and Employee Non-Disclosure/Non-Compete Agreement recorded herewith, Katharine Veronika Koelle (hereafter "KOELLE") is under an obligation to assign all her rights, title, and interest in the invention(s) described in the above-identified application to WIDEVINE. KOELLE has no rights in the invention(s) to assign to anyone else. Furthermore, WIDEVINE does not waive the right to compel KOELLE to formally

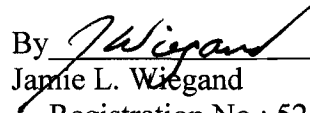
{S:\08223\100s053us6\80095024.DOC {PATENT APPLICATION FOR METHOD FOR EVOLVING DETECTORS TO DETECT MALIGN BEHAVIOR IN AN ARTIFICIAL IMMUNE SYSTEM} }

perform her contractual obligation and claims complete and unfettered ownership of any patent or patents issuing from the invention(s) described in the above-identified patent application..

Additionally, pursuant to the Notice of Recordation of Assignment Document for the Provisional Patent Application No. 60/330,311 filed October 17, 2001 and Consulting Agreement recorded herewith, Wendy Midwinter (hereafter "MIDWINTER") is under an obligation to assign all her rights, title, and interest in the invention(s) described in the above-identified application to WIDEVINE. MIDWINTER has no rights in the invention(s) to assign to anyone else. Furthermore, WIDEVINE does not waive the right to compel MIDWINTER to formally perform her contractual obligation and claims complete and unfettered ownership of any patent or patents issuing from the invention(s) described in the above-identified patent application.

Dated: April 12, 2007

Respectfully submitted,

By 
Jamie L. Wiegand
Registration No.: 52,361
DARBY & DARBY P.C.
P.O. Box 5257
New York, New York 10150-5257
(206) 262-8915 • (212) 527-7701 fax
Attorneys/Agents For Applicant

JANUARY 07, 2002

PTAS

Chief Financial Officer and Chief Administrative Officer
Washington, DC 20231
www.uspto.gov

MERCHANT & GOULD, P.C.
JOHN W. BRANCH
P.O. BOX 2903
MINNEAPOLIS, MN 55402-0903



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UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 10/17/2001

REEL/FRAME: 012278/0979
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KOELLE, KATHARINA VERONIKA

DOC DATE: 10/03/2001

ASSIGNOR:

MIDWINTER, WENDY

DOC DATE: 10/15/2001

ASSIGNEE:

WIDEVINE TECHNOLOGIES, INC.
1301 FIFTH AVENUE, SUITE 1300
SEATTLE, WASHINGTON 98101

SERIAL NUMBER: 60330311
PATENT NUMBER:

FILING DATE: 10/17/2001
ISSUE DATE:

KIMBERLY WHITE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

10-29-2001

FORM PTO-1595

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G- 500*0.06USP1

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To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

1. Katharina Veronika Koelle
2. Wendy Midwinter

2. Name and address of receiving party(ies):

Widevine Technologies, Inc.
1301 Fifth Avenue, Suite 1300
Seattle, Washington 98101

10979 U.S. PTO
60/330311
10/17/01

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ NoAdditional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other:

Execution Date: 1. October 3, 2001; 2. October 15, 2001

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

1. October 3, 2001; 2. October 15, 2001

A. Patent Application No.(s)

B. Patent No.(s)

① 35552
530311

Additional numbers attached? ☐ Yes ☒ No

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

Name: John W. Branch
Address: Merchant & Gould P.C.
P.O. Box 2903
Minneapolis, MN 55402-0903



23552
PATENT TRADEMARK OFFICE

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$40.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

DO NOT USE THIS SPACE

9. Statement and signature:

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John W. Branch

Name of Person Signing

No. 41,633

Signature

October 17, 2001

Date

Total number of pages including cover sheet, attachments, and document: 5

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Box Assignments
Director - U.S. Patent and Trademark Office
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of information systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

PATENT
REEL: 019154 FRAME: 0284

ASSIGNMENT

WHEREAS, we, Katharina Veronika Koelle, residing at 214 W. Ann Street, Ann Arbor, Michigan 48104 and Wendy Midwinter, residing at 475 Millwood Road, Toronto, Ontario, Canada M4S 1K4, made certain new and useful inventions and improvements for which we are filing an application for Letters Patent of the United States executed herewith, which is entitled METHOD FOR EVOLVING DETECTORS TO DETECT MALIGN BEHAVIOR IN AN ARTIFICIAL IMMUNE SYSTEM.

AND WHEREAS, Widevine Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of Washington, and having an office and place of business at 1301 Fifth Avenue, Suite 1300, Seattle, Washington 98101 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the

entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

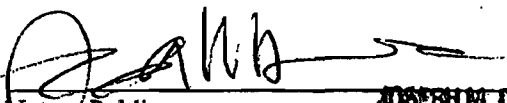
IN TESTIMONY WHEREOF, I have hereunto set my hand this 3rd day of October, 2001.


Katharina Veronika Koelle

STATE OF Michigan)
COUNTY OF Washtenaw) ss.
County

On this 3rd day of October, 2001, before me personally appeared Katharina Veronika Koelle to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.

[SEAL]


Notary Public
JOSEPH M. DUPONT
Notary Public, Hillsdale County, MI
My Commission Expires 09/01/2003

Date

Wendy Midwinter

Date

Witness



ASSIGNMENT

WHEREAS, we, Katharina Veronika Koelle, residing at 214 W. Ann Street, Ann Arbor, Michigan 48104 and Wendy Midwinter, residing at 475 Millwood Road, Toronto, Ontario, Canada M4S 1K4, made certain new and useful inventions and improvements for which we are filing an application for Letters Patent of the United States executed herewith, which is entitled METHOD FOR EVOLVING DETECTORS TO DETECT MALIGN BEHAVIOR IN AN ARTIFICIAL IMMUNE SYSTEM.

AND WHEREAS, Widevine Technologies, Inc., a corporation organized and existing under and by virtue of the laws of the State of Washington, and having an office and place of business at 1301 Fifth Avenue, Suite 1300, Seattle, Washington 98101 (hereinafter "Assignee") is desirous of acquiring the entire right, title and interest in and to said inventions, improvements and application and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that for and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by these presents do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the application, all divisions, continuations, or renewals thereof, all Letters Patent which may be granted therefrom, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted therefrom; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the Assignee, its successors and assigns.

AND, for the consideration aforesaid, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the

entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore we covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, 20__.

Katharina Veronika Koelle

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 20__, before me personally appeared Katharina Veronika Koelle to me known and known to me to be the person described in and who executed the foregoing instrument, and she duly acknowledged to me that she executed the same for the uses and purposes therein set forth.

[SEAL]

Notary Public

Oct. 15, 2001
Date

Wendy Midwinter
Wendy Midwinter

October 15, 2001
Date

Michael Lizak
Witness
MICHAEL LIZAK



23552
PATENT TRADEMARK OFFICE



**INTERNET DIRECT VIDEO, INC.
EMPLOYEE NON-DISCLOSURE/NON-COMPETE AGREEMENT**

1. As an employee of Internet Direct Video, Inc., a Washington corporation ("the Company"), and in consideration of the compensation now and hereafter paid to me, I will devote my best efforts to furthering the best interests of the Company. During my employment, I will not engage in any activity, investment, interest or association that (a) is hostile or adverse to or competitive with the Company, (b) occupies my attention so as to interfere with the proper and efficient performance of my duties at the Company, or (c) interferes with the independent exercise of my judgment in the Company's best interests.

2. At all times during my employment and thereafter I will not disclose to anyone outside the Company or use for any purpose other than my work for the Company (a) any confidential or proprietary technical, financial, marketing, distribution or other business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, cost data, computer programs, formulas, mathematical algorithm, development or experimental work, work in process, customer and suppliers, or (b) any information the Company has received from others that it is obligated to treat as confidential or proprietary. If I have any questions as to what comprises such confidential or proprietary information or trade secrets, I will consult with the President or Vice President of the Company.

3. I will make prompt and full disclosure to the Company, will hold in trust for the sole benefit of the Company, and will assign exclusively to the Company all my right, title, and interest in and to any and all inventions, discoveries, designs, developments, improvements, copyrightable material, and trade secrets, including notes, outlines and the like (collectively, "Inventions") that I, solely or jointly, may conceive, develop or reduce to practice during the period of my employment. I hereby waive and quitclaim to the Company any and all claims that I now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to the Company.

My obligation to assign shall not apply to any Invention about which I can prove that:

- a. it was developed entirely on my own time; and
- b. no equipment, supplies, facility or trade secret information of the Company was used in its development; and
- c. it does not relate (i) directly to the business of the Company or (ii) to the actual or demonstrably anticipated research or development of the

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Company; and

d. it does not result from any work performed by me for the Company.

4. I expressly acknowledge that the Invention is to be considered a "work for hire" within the meaning of the United States Copyright Act and the Company is to be the "author" within the meaning of the Act. All copyrights in the Invention, as well as all copies of such Invention in any medium, shall be owned exclusively by the Company on their creation, and I expressly disclaim any interest in them.

5. In the event (and to the extent) that the Invention or any part of it is found as a matter of law not to be a "work for hire" within the meaning of the Act, I hereby assign to the Company the sole and exclusive right, title, and interest in the copyrights to, and all copies of, the Invention, without further consideration, and agree to assist the Company to register, and from time to time to enforce, the copyrights. To that end, I agree to execute and deliver all documents requested by the Company in connection therewith, and irrevocably designate and appoint the Company as my agent and attorney-in-fact to act in my behalf and stead to execute, register, and file any such applications, and to do other lawfully permitted acts to further the registration of copyrights with the same legal force and effect as if executed by me.

5. B. Internet Direct Video will provide and pay for Internet access/firewall for you. We understand that you may use such Internet access/firewall for non-company matters. The company will not claim any ownership on non-company matters that you work on using the Internet access/firewall, so long as such non-company matters do not conflict with this Nondisclosure and Confidentiality Agreement. Furthermore, the company will not be responsible for any liabilities you may incur in using the Internet access/firewall for non-company matters.

6. If, in the course of my employment at the Company, I incorporate into a product, process or machine, or otherwise use an invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non exclusive, royalty-free, irrevocable, worldwide license to make, have made, use and sell that invention without restriction as to the extent of my ownership or interest.

7. I will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If, because of my mental or physical incapacity or for any other reason whatsoever, the Company is unable to secure my signature to apply for or to pursue any application for any United States or foreign patent or copyright covering Inventions assigned to it as stated above, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for me and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of United States and foreign patents and copyrights

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thereon with the same legal force and effect as if executed by me. I will testify at the Company's request and expense in any interference, litigation or other legal proceeding that may arise during or after my employment.

8. I recognize that the Company has received and will receive confidential or proprietary information from third parties, imposing upon it a duty to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter I owe the Company and such third parties a duty not to disclose such confidential or proprietary information to anyone except as necessary in carrying out my work for the Company and consistent with the Company's agreement with such third party. I will not use such information to any person's or entity's benefit other than as specified in the Company's agreements.

9. During my employment at the Company I will not use improperly or disclose any confidential or proprietary information or trade secrets of my former or current employers, principals, partners, co-venturers, clients, customers, or suppliers of the vendors or customers of such persons or entities. Neither will I bring onto the premises of the Company any unpublished document or any property belonging to any such persons or entities or their vendors or customers unless such persons or entities have consented in writing. I will not violate any non-disclosure or proprietary rights agreements I might have signed in connection with any such person or entity.

10. I acknowledge that the Company reserves the right to terminate my employment at any time. The terms and conditions of this Agreement shall survive termination of my employment.

11. At the time I leave the employ of the Company, I will return to it all papers, drawings, notes, memoranda, specifications, designs, devices, documents and any other material containing or disclosing any confidential or proprietary technical or business information. I will also return any keys, pass cards, identification cards or other property belonging to the Company.

12. For a period of one (1) year after termination of my employment, I will not accept employment or engage in activities directly competitive with the business or with the actual or demonstrably anticipated research or development of the Company as of my termination date.

13. While employed at the Company and for a period of one (1) year after termination of my employment, I will not induce or attempt to influence directly any employee of the Company to terminate his or her employment with it or to work for me or any other person or entity.

14. While employed at the Company and for a period of one (1) year after termination of my employment, I will not directly solicit business from customers or demonstrably anticipated customers of the Company.

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15. I acknowledge that any violation of this Agreement by me will cause irreparable injury to the Company. If I violate any of this Agreement's provisions, the Company shall be entitled to receive damages and in addition to, and not a limitation on, any injunctive relief or other rights or remedies to which the Company is or may be entitled to under law.

16. If court proceedings are required to enforce any provision or to remedy any breach of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable attorneys' fees.

17. I agree that this Agreement shall be governed for all purposes by the laws of the State of Washington as such law applies to contracts to be performed within Washington by residents of Washington and that venue for any action arising out of this Agreement shall be properly laid in King County, Washington, or in the Federal District Court for the Western District of Washington. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement. The Agreement shall otherwise remain in full force and effect.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have signed my name this 5 day of August, 2000.

A handwritten signature in black ink, appearing to read 'Katra Koelle'.

Signature

Katra Koelle

Name (Print)

CONSULTING AGREEMENT

Effective September 11, 2000, Incremax Financial Research Corporation, an Ontario corporation, its successors and assigns, with offices at 149 Hillsdale Ave. E., Toronto, Ontario ("Consultant") and Widevine Technologies, Inc., a Delaware corporation, its successors and assigns, with executive offices at 1301 Fifth Avenue, Suite 1300, Seattle, WA 98101 ("Company") agree as follows:

1. **Services and Payment.** Consultant agrees to undertake and complete the Services (as defined in Exhibit A) in accordance with and on the schedule specified in Exhibit A. As the only consideration due Consultant regarding the subject matter of this Agreement, Company will pay Consultant in accordance with Exhibit A.

2. **Ownership; Rights; Proprietary Information; Publicity.**

(a) Company shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, sui generis database rights and all other intellectual property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designations, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by Consultant during the term of this Agreement that relate to the subject matter of, or arise out of, the Services or any Proprietary Information (as defined below) (collectively, "Inventions") and Consultant will promptly disclose and provide all Inventions to Company. All Inventions are work made for hire to the extent allowed by law and, in addition, Consultant hereby makes all assignments necessary to accomplish the foregoing ownership. Consultant 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 assigned. Consultant hereby irrevocably designates and appoints Company as its agent and attorney-in-fact to act for and in Consultant's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Consultant.

(b) For the purpose of this Agreement, the term "Proprietary Information" shall mean Inventions, all information about Company's business, business plans, customers, strategies, trade secrets, operations, records, finances, assets, technology, data and information that reveals the processes, methodologies, technology or know how by which Company's existing or future products, services, applications and methods of operation are developed, conducted or operated and other confidential or proprietary information designated as such in writing by the Company, whether by letter or by the use of an appropriate proprietary stamp or legend, prior to or at the time any such trade secret or confidential or proprietary information is disclosed by the Company to the Consultant or is orally or visually disclosed to the Consultant by the Company. Information which is orally or visually disclosed to the Consultant by the Company, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, shall constitute Proprietary Information if (i) it would be apparent to a reasonable person, familiar with the

Company's business and the industry in which it operates, that such information is of a confidential or proprietary nature the maintenance of which is important to the Company or if (ii) the Company, within thirty (30) days after such disclosure, delivers to the Consultant a written document or documents describing such information and referencing the place and date of such oral, visual or written disclosure and the names of the employees or officers of the Consultant to whom such disclosure was made. Consultant acknowledges its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by Consultant on behalf of Company or disclosed by Company to Consultant.

The obligations of the Consultant specified above shall not apply, and the Consultant shall have no further obligations, with respect to any Proprietary Information to the extent Consultant can demonstrate, by clear and convincing evidence, that such Proprietary Information: (i) is generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the Consultant; (ii) is in Consultant's possession at the time of disclosure otherwise than as a result of Consultant's breach of any legal obligation; (iii) becomes known to the Consultant through disclosure by sources other than the Company having the legal right to disclose such Proprietary Information; or (iv) is independently developed by the Consultant without reference to or reliance upon the Proprietary Information. In the event of a disputed disclosure, the Consultant shall bear the burden of proof of demonstrating that the information falls under one of the above exceptions. Consultant may disclose Proprietary Information if and to the extent required by applicable laws, governmental or regulatory regulations, or proper legal or governmental authority; provided that the Consultant provides prior written notice of such disclosure to the Company and Consultant takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. Upon termination and as otherwise requested by Company, Consultant will promptly return to Company all items and copies containing or embodying Proprietary Information, except that Consultant may keep its personal copies of its compensation records and this Agreement.

(c) As additional protection for Proprietary Information, Consultant agrees that during the period over which it is (or is supposed to be) providing Services and for six months thereafter, Consultant will not encourage or solicit any employee or consultant of Company to leave Company for any reason.

(d) To the extent allowed by law, Section 2.a and any license to Company hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. To the extent any of the foregoing is ineffective under applicable law, Consultant hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. Consultant will confirm any such ratifications and consents from time to time as requested by Company. If any other person provides any Services or provides services similar to any of those referred to

in clause (ii) above in this paragraph in connection with the Services, Consultant will obtain the foregoing ratifications, consents and authorizations from such person for Company's exclusive benefit.

(e) If any part of the Services or Inventions is based on, incorporates, or is an improvement or derivation of, or cannot be reasonably and fully made, used, reproduced, distributed or otherwise distributed without using or violating the technology or intellectual property rights owned or licensed by Consultant ("External Rights"), and either (i) the External Rights are not assigned under the terms of this Agreement, or (ii) the External Rights have not been previously negotiated in good faith by Consultant and Company, then Consultant hereby grants Company and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exploit and exercise all such External Rights for the sole purpose of supporting the Company's exercise or exploitation of the Services, Inventions, or other work performed under the terms of this Agreement..

3. **Warranty.** Consultant warrants that: (i) the Services will be performed in a professional and workmanlike manner and that none of such Services or any part of this Agreement is or will be inconsistent with any obligation Consultant may have to others; (ii) all work under this Agreement shall be Consultant's original work and none of the Services or Inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and, (iii) Consultant has the full right to allow it to provide the Company with the assignments and rights provided for herein.

4. **Termination.** If either party materially breaches a material provision of this Agreement, the other party may terminate this Agreement upon thirty (30) days' notice unless the breach is cured within the notice period. Company also may terminate this Agreement at any time, with or without cause, upon thirty (30) days' notice, Company shall upon termination pay Consultant all unpaid amounts due for Services completed prior to termination. Sections 2 (subject to the limitations on Section 2.c stated therein) and 8 of this Agreement and any remedies for breach of this Agreement shall survive any termination or expiration. Company may communicate such obligations to any other (or potential) client or employer of Consultant.

5. **Relationship of the Parties.** Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other and shall not bind nor attempt to bind the other to any contract. Consultant is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance; and Consultant agrees to defend, indemnify and hold Company harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of (i) an alleged failure by Consultant to satisfy any such obligations or any other obligation (under this Agreement or otherwise) or (ii) any other action or inaction of Consultant. If Consultant is a

corporation, it will ensure that its employees and agents are bound in writing to Consultant's obligations under this Agreement.

6. **Assignment.** This Agreement and the services contemplated hereunder are personal to Consultant and Consultant shall not have the right or ability to assign, transfer, or subcontract any obligations under this Agreement without the written consent of Company. Any attempt to do so shall be void.

7. **Notice.** All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice.

8. **Miscellaneous.** Any breach of Section 2 or 3 will cause irreparable harm to Company for which damages would not be an adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to the conflicts of laws provisions thereof. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys fees. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

AGREED:

Widvine Technologies, Inc.

By: *BR*
Print Name: Brian Baker
Its: President

Incremax Financial Research Corporation

By: *Richard Worzel*
Print Name: RICHARD WORZEL
Its: PRESIDENT



Exhibit A

<u>Date project will begin:</u>	<ul style="list-style-type: none">• The date of this Agreement
<u>Date Project will be complete:</u>	<ul style="list-style-type: none">• Subject to the terms of the Agreement, one year following the date of the Agreement.
<u>Detailed Description of Services to be provided:</u>	<ul style="list-style-type: none">• Computer programming and consulting services as assigned and needed by Company.
<u>Detailed Description Deliverables (if any):</u>	<ul style="list-style-type: none">• Not applicable.
<u>Schedule and Amount of Payments:</u>	<ul style="list-style-type: none">• Company agrees to pay Consultant \$66,000 (U.S. dollars) per year. This fee will be payable monthly in arrears. In consideration of entering into this contract, Company agrees to issue Consultant options to purchase 15,000 shares of the Company's common stock at its fair market value, such options will vest monthly at a rate of 8.3333% per month and be exercisable for a period of ten years from the date of grant.• Company shall reimburse Consultant for all reasonable costs and expenses incurred by Consultant in connection with its performance under this Agreement. Such reimbursable expenses will include but are not limited to (i) one computer reasonably suitable for use by Consultant, (ii) costs of travel to Company's various offices and lodging and incidental expenses related to such travel, (iii) costs of third-party software incorporated into or necessary for the operation of the computer, and (iv) expenses incurred by Consultant prior to execution of this Agreement related to presentations made or services provided at the request of Company.