

Form PTO-1595 (Rev. 09/04)  
OMB No. 0651-0027 (exp. 6/30/2005)

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)/Execution Date(s):**

**Steve John Metsker**

Execution Date(s) **26 September 2005**

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

### **3. Nature of conveyance:**

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

### **2. Name and address of receiving party(ies)**

Name: **Dominion Digital, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **210 Ridge-McIntire Road, Suite 200**

City: **Charlottesville**

State: **VA**

Country: **United States** Zip: **22903**

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

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

A. Patent Application No.(s)

**PCT/US2008/51030**

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

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: **Michael Haynes PLC**

Internal Address: \_\_\_\_\_

Street Address: **1341 Huntersfield Close**

City: **Keswick**

State: **VA** Zip: **22947**

Phone Number: **434-979-9988**

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### **6. Total number of applications and patents involved:**

**1**

### **7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00**

- ☐ 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 **50-2504**

Authorized User Name **Michael N. Haynes**

### **9. Signature:**

Signature

**Michael N. Haynes**

Name of Person Signing

**08 Apr 2008**

Date

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

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5996, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1460, Alexandria, V.A. 22313-1460

CH \$40.00 502504 US0851030

**DOMINION DIGITAL, INC.**  
**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT is made as of this 19 day of September, 2005 by and between DOMINION DIGITAL, INC., a Virginia corporation ("Company"), and **STEVEN J. METSKER** ("Employee").

WHEREAS, as a condition to Employee's employment by Company, it is required that Employee execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration (including without limitation those benefits to Company and Employee as an employee of Company), the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. Assignment of Intellectual Properties.

(a) Employee hereby sells, transfers and assigns, and agrees to sell, transfer and assign, to Company all of Employee's right, title and interest in and to any and all developments, discoveries, inventions, technologies, improvements, enhancements, innovations, designs, ideas, processes, know how, methods, formulae, data, databases, capabilities, systems, source codes, software, tools, programs, trade secrets, confidences, business opportunities, works of authorship of whatever type (including but not limited to any art work, presentations, computer programs, compilations and other works), and all names, descriptions and marks and goodwill associated therewith; all documents, electronic files and other tangible embodiments of any of the foregoing; and all patents, patent applications, divisionals, continuations, continuations-in-part, reissues, renewals, copyright registrations and applications associated with any of the foregoing, and other intellectual property, proprietary and intangible interests associated with the foregoing (the "Intellectual Properties"), whether or not patentable or copyrightable, which are discovered, learned, created, made, conceived, reduced to practice, used, applied, improved, enhanced or otherwise acquired by Employee, in whole or in part and alone or with others, during the period that Employee is employed by Company (all of which are collectively referred to in this Agreement as "Developments"), to whatever extent such Developments are not owned by Company as a matter of law. Employee acknowledges and agrees that all Intellectual Properties and Developments shall be works made for hire (to the extent applicable) under the United States copyright laws and shall be the sole, exclusive and proprietary property of Company. Notwithstanding the foregoing provisions of this Section 1(a), Employee shall not be required to assign to Company any intellectual property that (i) is developed entirely and exclusively by Employee, on Employee's own time, without using any of the Company's equipment, supplies, facilities, trade secrets, Developments, Intellectual Properties or other intellectual property or proprietary information owned, licensed or utilized by Company (collectively, "Company Intellectual Property"); and (ii) is neither related to the Company's actual or anticipated business, research or development, nor results from work or services performed by Employee for, or on behalf of, Company. Upon the written request of Employee, the Company's Board of Directors (the "Board") shall consider whether to permit Employee to retain ownership of any Intellectual Properties or works that Employee desires to create during the term of his employment with Company that relate, or may relate, to the Company's actual or anticipated business ("Independent Intellectual Property"), and would, therefore, be subject to the assignment provisions of this Section 1(a), provided that Employee promptly discloses to the Board his/her plans to create such Independent Intellectual Property prior to the creation thereof or the undertaking by Employee of any significant work in connection with the creation thereof. The Board shall grant (with or without conditions) or deny such request in its sole and absolute discretion, but shall endeavor to treat all employees making such requests fairly and equally in light of the Company's best interests. If the Board denies any such request, any Independent Intellectual Property that Employee has created, or proceeds to create, shall be owned exclusively by the Company.

(b) Employee will disclose fully, as soon as practicable and in writing, all Developments to the Chief Executive Officer of the Company. Employee agrees to maintain such records of Employee's work relating to Developments as shall be required by Company policy. Employee hereby waives all claims to moral rights or attribution in any and all Intellectual Properties and Developments.

(c) Company acknowledges that Developments subject to Section I (a) do not include any inventions, discoveries, creations, works of authorship, other creative works, patents, copyrights and any Intellectual property interests that are owned in whole or in part by Employee and that were discovered, created, learned, conceived and reduced to practice prior to the commencement of Employee's employment by Company and which are not within the scope of the Protected Business ("Excluded Intellectual Property").

(d) At any time and from time to time, upon the request of Company, Employee agrees to execute and deliver to Company any and all instruments, documents and papers, and do any and all other acts that, in the sole judgment of Company, are or may be necessary or desirable to transfer, assign, register, record, perfect, reissue, continue, maintain, renew, or enforce or defend any of Company's rights in any Developments, any Intellectual Properties therein, any Employee Intellectual Property, and any Derivative Employee Intellectual Property. Company will be responsible for the preparation of any such instruments, documents and papers and for the prosecution of any such proceedings and will reimburse Employee for all reasonable expenses incurred by Employee in complying with the provisions of this subsection. Employee further agrees that if Company is unable after reasonable effort to secure the signature of Employee on any such papers, the Chief Executive Officer of Company shall be entitled to execute any such papers as the agent and attorney-in-fact of Employee and Employee hereby irrevocably designates and appoints each such officer of Company as Employee's agent and attorney-in-fact to execute any such papers on Employee's behalf and to take any and all actions required or authorized by Company pursuant to this subsection. Upon request by Company, or immediately following the termination of Employee's employment with Company, Employee shall deliver to Company any and all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Intellectual Properties, Developments, Employee Intellectual Property, and Derivative Employee Intellectual Property.

2. Survival. Employee's obligations under this Agreement shall survive the termination or expiration of Employee's employment without limitation in duration.

3. Construction. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, applicable to contracts executed, delivered and fully performed in Virginia.

4. Invalidity. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any one or more of the provisions of this Agreement or in any other instrument referred to herein shall be held in any jurisdiction or as to any person to be invalid, prohibited, illegal or unenforceable for any reason, in any respect, such provision or instrument as to such jurisdiction or as to such person, shall be ineffective, without invalidating the remaining provisions of this Agreement or such instruments or affecting the validity or enforceability of such provision or instrument in any other jurisdiction or as to any other person. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction or as to such person, it shall, as to such jurisdiction or person, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction or as to any other person.

5. Entire Agreement; Amendments and Waivers. This Agreement, together with all exhibits and schedules hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

No failure or delay on the part of any party hereunder in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise thereof or any other right, power or privilege preclude another or

further exercise thereof or of any other power, right or privilege. All rights and remedies existing under this Agreement are cumulative to and not exclusive of any rights or remedies otherwise available.

No notice to or demand on a party in any case shall entitle such party to any further notice or demand in similar or other circumstances unless expressly provided herein.

6. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their representatives, heirs, assigns and successors in interest.

7. Execution. This Agreement shall be executed in multiple copies and each executed copy shall constitute an original, but the copies shall be deemed one and the same instrument.

8. Assignment. This Agreement provides for the performance of personal services by Employee and, accordingly, Employee may not assign this Agreement or any of Employee's interest hereunder or delegate any duty or responsibility incurred by him hereunder to another. The Company, at any time and without the consent of Employee, may assign or transfer, for such consideration and on such terms and conditions as it may deem appropriate, this Agreement and all of its interest hereunder to a corporation, partnership or other entity which shall conduct the operations of the Company; provided, however, that no such assignment or transfer by the Company shall in any manner restrict, limit or modify the interest, duties and responsibilities of Employee or Company under this Agreement.

9. Conflicting Agreements. Employee represents and warrants that his employment with Company, and the performance of his duties as an employee of the Company, will not breach any intellectual property assignment or license agreement with any former employer or other party. Under no circumstances shall Employee bring to Company, or use in the performance of his duties for Company, any documents, materials, trade secrets, intellectual property or proprietary information of a former employer that are not lawfully in the public domain. Employee further agrees that during his employment with Company, he will not (a) disclose to Company, or cause or induce Company to use, proprietary or confidential information of others; or (b) violate, or induce the Company to violate, the patent, trademark, copyright, trade secret, intellectual property or contractual rights of any other party, including any of Employee's former employees.

10. Notices. Any notices, request, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by registered or certified mail, postage prepaid (in which case notice shall be deemed to have been given on the third day after mailing), or by overnight delivery by a reliable overnight courier service (in which case notice shall be deemed to have been given on the day after delivery to such courier service) to the Employee at the last address the Employee has filed in writing with the Company or, in the case of the Company, at its main offices, attention of its Chief Executive Officer.

11. Arbitration of Disputes. Any controversy or claim arising out of or relating to the employment relationship between the Employee and the Company shall be settled by arbitration in accordance with the laws of the Commonwealth of Virginia by one arbitrator. Such arbitration shall be conducted in the City of Richmond in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The party or parties against whom the arbitrator shall render an award shall pay the other party's or parties' reasonable attorneys' fees and other reasonable costs and expenses in connection with the enforcement of its or their rights under this Agreement (including the enforcement of any arbitration award in court), unless and to the extent the arbitrator shall determine that under the circumstances recovery by the prevailing party or parties of all or a part of any such fees and costs and expenses would be unjust.

12. Litigation and Regulatory Cooperation. The Employee shall cooperate fully with the Company in the defense or prosecution of any claims or actions now in existence or which may be brought in the future against or on behalf of the Company, which relate to events or occurrences that transpired while the Employee was employed by the Company. The Employee's full cooperation in connection with such claims or actions shall include, but not be limited to, being available to meet with counsel to prepare for discovery or trial and to act as a witness

on behalf of the Company, at mutually convenient times. The Employee shall also cooperate fully with the Company in connection with any examination or review of any federal or state regulatory authority as any such examination or review relates to events or occurrences that transpired while the Employee was employed by the Company. If such cooperation is required after the Employee ceases to be employed by the Company, the Company shall pay the Employee for such cooperation a fee of twenty five dollars (\$25.00) per hour, payable monthly in arrears, and will reimburse the Employee for any reasonable out-of-pocket expenses incurred in connection therewith.

13. No Violation of Third-Party Rights. Employee represents and warrants that Employee shall not cause Company to infringe, misappropriate, engage in acts of unfair competition with respect to or otherwise violate or impair the patent, copyright, trademark, trade secret or other intellectual property rights of any third party.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first set forth above.

EMPLOYEE

Steve Mignone  
Name: STEVE MIGNONE  
Date: 9/26/05

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Charlottesville, to-wit:

The foregoing INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT was executed before me this 26 day of September, 2005 by Dominion Digital, Inc.

My commission expires: 1-31-07

Notary Public

DOMINION DIGITAL, INC

By: [Signature]  
Its: CEO  
Date: 9/26/05

COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Charlottesville, to-wit:

The foregoing INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT was executed before me this 26 day of September, 2005 by Dominion Digital, Inc.

My commission expires: 1-31-07

Heather M Higgins  
Notary Public

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