

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Gregory Jorstad	01/09/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BeliefNetworks, Inc.
<b>Street Address:</b>	P.O. Box 80578
<b>City:</b>	Charleston
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29416
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	12573573
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(801)578-6999
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	801-328-3131
<b>Email:</b>	adbarker@stoel.com
<b>Correspondent Name:</b>	Aaron D. Barker
<b>Address Line 1:</b>	Stoel Rives LLP
<b>Address Line 2:</b>	201 S. Main Street, Suite 1100
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111
<b>ATTORNEY DOCKET NUMBER:</b>	42986/3.2
<b>NAME OF SUBMITTER:</b>	Aaron D. Barker
<b>Total Attachments: 3</b>	
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**PROPRIETARY RIGHTS AND INFORMATION AGREEMENT**

In consideration of my employment by BeliefNetworks, Inc. (the "Company"), I hereby agree to the following restrictions and obligations placed on my use and development of information, technology, ideas, inventions and other materials:

**1. PROPRIETARY INFORMATION**

**a. Restrictions on Proprietary Information.** I agree that, during my employment and at all times thereafter, I will hold the Proprietary Information of the Company in strict confidence and will neither use the information for the benefit of myself or any other third party nor disclose it to anyone, except to the extent necessary to carry out my responsibilities as an employee of the Company or as specifically authorized in writing by a duly authorized officer of the Company other than me. I understand that "Proprietary Information" means all information pertaining in any manner to the business of the Company or its affiliates, consultants, customers, business associates or members, unless (i) the information is or becomes generally known to the public through lawful means and through no fault of mine; (ii) the information was part of my general knowledge prior to the initial disclosure of the information by the Company or any person under a duty of confidentiality; or (iii) the information is disclosed to me without restriction by a third party who rightfully possesses the information and is under no duty of confidentiality. I agree that I will have the burden of proving the applicability of any of the foregoing exceptions by clear and convincing evidence. This definition of "Proprietary Information" includes but is not limited to any and all (a) technical or non-technical information, know-how, computer software (whether in source code or object code form), programs, tools, data, research, designs, drawings, diagrams, plans, specifications, trade secrets, inventions, concepts, structures, improvements, products, patents pending, prototypes, processes, formulas, algorithms, methods, techniques, hardware, devices, schematics, works in process, systems, technologies or applications; (b) financial and other information about costs, profits, markets, sales and pricing structures, customers, subscribers, members, and bids; (c) plans, forecasts and strategies for business, marketing, future development and new product concepts; and (d) employee personnel files and information about employee compensation and benefits; in any form and whether or not labeled or identified as confidential or proprietary.

**b. Location and Reproduction.** I agree to maintain at my work station and/or any other place under my control only such Proprietary Information as I have a current "need to know." ~~\_\_\_\_\_~~

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## 2. INNOVATIONS

**a. Innovations.** "Innovations" collectively means any and all ideas, concepts, inventions, discoveries, developments, software, content, textual or artistic works, video, graphics, sound recordings, know-how, structures, designs, formulas, algorithms, methods, products, processes, systems and technologies in any stage of development that are conceived, created, developed or reduced to practice by me alone or with others; any and all patents, patents pending, copyrights, moral rights, trademarks and any other intellectual property rights therein; and any and all improvements, modifications, derivative works from, other rights in and claims related to any of the foregoing under the laws of any jurisdiction; except Innovations excluded in Schedule A.


**b. Ownership of Innovations.** I hereby agree and acknowledge that all Innovations shall be deemed to be "works made for hire" belonging to Company. To the extent that any such Innovations, under applicable law, may not be considered work made for hire by me for Company, or to the extent that such Innovation is a patentable invention under Title 35 of the United States Code, I agree to assign, and upon creation automatically assign, and transfer to the Company, without further consideration, my entire right, title and interest (throughout the United States and in all other countries or jurisdictions), free and clear of all liens and encumbrances, in and to all Innovations, including all intellectual property rights in such Innovations, as well as any extensions and renewals thereof. Such assignment and transfer to the Company shall be continuous during my employment as of the relevant time of development of each such Innovation. The Company may, in its sole discretion, agree to provide consideration for certain Innovations through a written agreement between the Company and me which specifically provides for such consideration; in all other cases, no consideration shall be paid. The Innovations shall be the sole property of the Company, whether or not copyrightable or patentable or in a commercial stage of development.

**c. Moral Rights.** To the extent allowed by law, this assignment of Innovations 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," or the like (collectively "Moral Rights"). To the extent I retain any such 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 the Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by the Company.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND THE LEGAL EFFECT OF ITS TERMS. I HAVE HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL AND AM ENTERING INTO THIS AGREEMENT FREELY BASED ON MY OWN JUDGMENT. I HAVE COMPLETELY NOTED ON SCHEDULE A TO THIS AGREEMENT ANY PROPRIETARY INFORMATION, INVENTIONS, IDEAS, PROCESSES, INNOVATIONS, TECHNOLOGY, WRITINGS, PROGRAMS, DESIGNS, FORMULAS, DISCOVERIES, PATENTS, COPYRIGHTS, OR TRADEMARKS, OR IMPROVEMENTS, RIGHTS, OR CLAIMS RELATING TO THE FOREGOING, THAT I DESIRE TO EXCLUDE FROM THIS AGREEMENT.

Date: 1/9/02

Greg Jorsta  
Employee Name

  
Employee Signature