

Form PTO-1595 (Rev. 01-09)
OMB No. 0651-0027 (exp. 02/28/2009)

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

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

LWS/BN

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)

Richard C. MacKinnon

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

2. Name and address of receiving party(ies)
Name: Rocksteady Networks, Inc.
Internal Address: _____

Street Address: 1150 Lakeway Dr. #210

City: Austin
State: Texas
Country: US Zip: 78734
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 09/04/2002
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Proprietary Info. and Inventions Agmt

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)

10/683,317 (Attorney Docket No. ROCK1100-1)

Additional numbers attached? Yes No

B. Patent No.(s)

5. Name and address to whom correspondence concerning document should be mailed:
Name: Sprinkle IP Law Group (Cust. No. 44654)
Internal Address: _____

Street Address: 1301 W. 25th Street, Suite 408

City: Austin
State: Texas Zip: 78705
Phone Number: 512-637-9220
Fax Number: 512-371-9088
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 to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information

Deposit Account Number: 503183
Authorized User Name: Katharina W. Schuster

9. Signature: *Katharina Schuster* *Jan. 9, 2012*
Signature Date

Katharina W. Schuster, Reg. No. 50,000 Total number of pages including cover sheet, attachments, and documents:
Name of Person Signing

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

CH \$40.00 503183 10683317

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ROCKSTEADY NETWORKS, INC.

**Proprietary Information And
Inventions Agreement**

In consideration of my employment or continued employment by Rocksteady Networks, Inc., a Texas corporation (the "Company"), the Company's granting me access to its confidential and proprietary information, and the compensation now and hereafter paid to me, the undersigned hereby agrees as follows:

1. Recognition of Company's Rights; Nondisclosure. At all times during the term of my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information is and shall be the sole property of the Company, its successors and assigns and that the Company, its successors and assigns shall be the sole owner of all patent rights, copyrights, trade secret rights and all other rights (collectively, "Proprietary Rights") throughout the world in connection therewith. I agree that Internet domain names embodying any of the Company's trade or service marks are part of the Company's "Proprietary Rights" and, unless specifically instructed to do so by the Company, I will not register any such domain names in my name or any name other than the Company's, and if I come into possession of any such domain names, I agree to transfer such domain names to the Company upon request.

The term "Proprietary Information" shall mean trade secrets, confidential knowledge, data or any other proprietary information of the Company. By way of illustration but not limitation, "Proprietary Information" includes (a) inventions, trade secrets, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs and techniques (hereinafter collectively referred to as "Inventions"); and (b) information regarding plans for research, development, new products and services, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and information regarding the skills and compensation of other employees of the Company.

2. Third Party Information. I understand, in addition, that the Company has and may from time to time in the future receive from third parties confidential or proprietary information ("Third Party Information") subject to a duty of the Company's part 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 will hold Third Party Information in the strictest confidence and will not disclose (to anyone other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an executive officer of the Company in writing.

3. Assignment of Inventions.

(a) I hereby assign to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) related to the Company's business, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with the Company.

(b) I acknowledge that all original works of authorship ^{related to the Company's business RM 9/4/02} which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Inventions assigned to or as directed by the Company by this paragraph 3 are hereinafter referred to as "Company Inventions."

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4. Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain and from time to time enforce United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my employment, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance.

In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, 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 and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by me. I hereby waive and quit claim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to the Company.

5. Obligation to Keep Company Informed. During the period of my employment, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Inventions. In addition, after termination of my employment, I will disclose all patent applications filed by me within three (3) years after termination of employment.

6. Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to commencement of my employment with the Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement. If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that not all Inventions have been listed for that reason.

7. No Improper Use of Materials. During my employment by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

8. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

9. Other Activities; Conflicts of Interest.

(a) During the term of my employment with the Company, I will not, directly or indirectly, participate in the ownership, management, operation, financing, or control of, or be employed by or consult for or otherwise render services to or on behalf of, any person, corporation, firm or other entity which competes in the United States with the Company in the conduct of the business of the Company as conducted or as proposed to be conducted, nor shall I engage in any other activities that conflict with my obligations to the Company.

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(b) In consideration of the premises hereof and in further consideration of the disclosure to me of confidential and proprietary information of the Company and the specialized training and experience I will gain from my employment with the Company, and for other good and valuable consideration, to the extent permitted by applicable law, I hereby agree that for a period of one (1) year after the date that my employment with the Company is terminated for any reason, I will not (i) compete in the State of Texas or in any other state of the United States where the Company engages in business on the date of the termination of my employment with the Company, or (ii) participate in the ownership, management, operation, financing or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm or other entity which directly competes with the Company in the conduct of the business of the Company as conducted and as proposed to be conducted in the reasonably foreseeable future on the date of termination of my employment. Notwithstanding the foregoing, I am permitted to own up to 1% of any class of securities of any corporation which is traded on a national securities exchange or through the NASDAQ Stock Market or SmallCap Markets.

(c) During my employment with the Company and for a period of one (1) year after the date that my employment with the Company is terminated for any reason, I will not, without the express prior written consent of the Company, individually or on behalf any other person, corporation, firm or other entity, directly or indirectly, solicit or encourage any employee of the Company or any subsidiary of the Company to terminate his or her employment with the Company or such subsidiary, or solicit the business of any client or customer of the Company (other than on behalf of the Company).

10. Return of Company Documents. When I leave the employ of the Company, I will deliver to the Company all drawings, notes, memoranda, specifications, devices, formulas, and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Proprietary Information of the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Prior to leaving, I will cooperate with the Company by executing the Company's termination statements for technical, management or executive personnel.

11. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond, without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

12. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, three days after the date of mailing.

13. General Provisions.

13.1 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. I AGREE THAT EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING UNDER THE AGREEMENT IS IN THE FEDERAL AND STATE COURTS LOCATED IN TRAVIS COUNTY, TEXAS AND I HEREBY CONSENT TO SUCH EXCLUSIVE JURISDICTION AND VENUE FOR THIS PURPOSE.

13.2 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Company and myself relating to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both me and an officer of the Company. Any subsequent change or changes in my duties,

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salary or compensation will not affect the validity or scope of this Agreement. As used in this Agreement, the period of my employment includes any time during which I may be retained by the Company as a consultant.

13.3 Severability.

(a) I agree and acknowledge that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement. The existence of any claim or cause of action by me against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of the covenants and agreements contained herein.

(b) The Company and I intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the Company and I intend that the court should reform the provisions to such narrower scope as it determines to be enforceable. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provisions were never a part of hereof; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by its severance.

13.4 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors and its assigns.

13.5 Survival. The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

13.6 Employment. I agree and understand that my employment with the Company is "at will", which means either I or the Company may terminate the employment relationship at any time, for any reason, with or without prior notice and with or without cause. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

13.7 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

This Agreement shall be effective as of the first day of my employment with the Company, namely:

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

Dated: 9/9/12

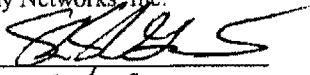
Richard C. Mackinnon
Signature

RICHARD C. MACKINNON
Name of Employee

P.O. BOX 4721 AUSTIN TX 78763
Address

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ACCEPTED AND AGREED TO:
Rocksteady Networks, Inc.

By: 

Name: KK Gomes

Title: CEO

EXHIBIT A

Rocksteady Networks, Inc.
1150 Lakeway Dr. #210
Austin, Texas 78734

Gentlemen:

1. The following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Rocksteady Networks, Inc. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my employment by the Company that I desire to remove from the operation of the Company's Proprietary Information and Inventions Agreement.

_____ No inventions or improvements.

_____ See below (attach additional sheets if necessary):

✓
_____ Due to confidentiality obligations to a ^{business partner} ~~previous employer~~, I cannot disclose certain inventions that otherwise would be listed.

_____ Additional sheets attached.

2. I propose to bring to my employment the following devices, materials and documents of a former employer or other person to whom I have an obligation of confidentiality that are not generally available to the public, which materials and documents may be used in my employment pursuant to the express written authorization of my former employer or such other person (a copy of which is attached hereto):

_____ No materials or documents.

_____ See below (attach additional sheets if necessary):

_____ Additional sheets attached.

Dated: 1/9/12

Signature: 