PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement on Trade Secrets, Confidential Information, Intellectual Property and Employee Solicitation

CONVEYING PARTY DATA

Name	Execution Date
Randall T. Wiggins	02/01/2010

RECEIVING PARTY DATA

Name:	Weather Central, LLC	
Street Address:	401 Charmany Drive	
Internal Address:	Suite 200	
City:	Madison	
State/Country:	WISCONSIN	
Postal Code:	53719	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	7421344

CORRESPONDENCE DATA

Fax Number: 4142259753 Phone: 414-225-9755

Email: docketing@boylefred.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name: Boyle Fredrickson, S.C. Address Line 1: 840 N. Plankinton Avenue Milwaukee, WISCONSIN 53203 Address Line 4:

ATTORNEY DOCKET NUMBER: 1880.017

NAME OF SUBMITTER: Michael S. Brayer

Total Attachments: 2 source=00537137#page1.tif source=00537137#page2.tif

PATENT REEL: 028856 FRAME: 0507

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Agreement on Trade Secrets, Confidential Information, Intellectual Property and Employee Solicitation

- 1. The Parties. This Agreement is between Weather Central, LLC., its successors and assigns, and the undersigned employee ("Employee"). It is entered into to protect and preserve Weather Central's rights in various intellectual property, confidential information and business assets.
- 2. <u>Consideration</u>. Entering into this Agreement is a condition of hire or continuing employment for the undersigned employee. Employee acknowledges that he or she would not be hired or would be terminated if he or she did not accept this Agreement. In addition, if Employee is currently employed, Weather Central is providing \$50 as added consideration to Employee for entering into this Agreement.

3. Protected Information.

- 3.1 Confidential Information. Weather Central, LLC. is a private corporation whose stock is not publicly held. Information about its revenues, suppliers, expenses, profits, ownership, management salaries and compensation, customers and customer relationships, business and strategic plans, product development ideas and plans, system design, software, hardware and product information, and other information that is stamped, marked, or kept as confidential information is considered private and confidential by Weather Central. Additionally, Weather Central takes steps to preserve the confidential nature of this information by, among other things, computer passwords.
- 3.2 <u>Duty Not to Use or Disclose</u>. While employed by Weather Central and for two years after Employee's employment ends for any reason, Employee agrees not to use or disclose any information described as confidential or private in this Agreement. Prohibited use or disclosure includes, but is not limited to, using the information other than in performing duties for Weather Central or disclosing confidential information to any

- person who is not at the time of disclosure an agent or employee of Weather Central with a need for the information and who is also subject to a duty to maintain its confidentiality.
- 3.3 Trade Secrets. Nothing in paragraph 3.2 diminishes or limits any protection granted by law to trade secrets or relieves the Employee of any duty not to disclose, use, or misappropriate any information that is a trade secret for as long as such information remains a trade secret.
- 4. Return of Property. The equipment, software, manuals, instructions, data and other information used by Employee in connection with his or her work belong to Weather Central and shall be returned on request or upon termination of employment. The property and information to be returned includes all copies irrespective of the form in which such copies are kept, all confidential information, and all information belonging to a customer or vendor of Weather Central.

5. Inventions and Copyright.

Inventions. Any design, improvement, discovery, computer program, software development, know how, product or service idea, whether or not patentable or subject to copyright protection, developed by Employee while employed by Weather Central and which: (a) involved the use of working time; (b) Weather Central equipment, facilities, confidential information or trade secrets; (c) which at the time conceived or first reduced to practice, relates to Weather Central's current or planned business activities; or (d) resulted from work performed for Weather Central, shall be considered an invention that belongs to Weather Central. Any such invention disclosed by the Employee within one year following the end of employment with Weather Central shall also be considered to be Weather Central's property unless the Employee proves he or

PATENT REEL: 028856 FRAME: 0508 she conceived of the invention after employment with Weather Central ended.

- 5.2 <u>Copyrights</u>. Any material written, created, designed, discovered or drafted by Employee for Weather Central or connected to Employee's employment with Weather Central shall be considered a work for hire and the property of Weather Central.
- Cooperation. When requested by Weather Central, during or after employment, Employee will support and cooperate with Weather Central in pursuing any patent or copyright protection in the United States and foreign countries for any invention or work for hire. Employee will sign such assignments or other documents considered necessary by Weather Central to convey ownership and exclusive rights to Weather Central. The costs of obtaining and defending patent and copyright rights shall be paid by Weather Central and Weather Central shall pay reasonable compensation to Employee for his or her services under this paragraph if Employee is not then employed by Weather Central.
- 6. Employment Status. This Agreement does not create any rights to continued employment. The Employee and Weather Central retain their employment-at-will relationship and the right to end the relationship with or without prior notice for any reason or no reason at all. No statements, either written or oral, from supervisors, managers, or officers of Weather Central may modify the at-will employment relationship. The at-will employment relationship may only be modified by a written agreement, signed by the Chairman and CEO of Weather Central, which expressly modifies the at-will relationship.
- 7. Enforcement. In any action to enforce this Agreement, Weather Central may seek all legal or equitable relief and it shall be awarded its actual attorneys' fees in enforcing this Agreement.
- 8. Nonsolicitation. Employee also agrees that for two years after employment with Weather

Central ends for any reason, he or she will not, for him or herself or in association with any other person or entity, solicit or attempt to induce any person employed with Weather Central to leave his or her employment with Weather Central. Nothing in this paragraph is meant to, nor does it, prohibit an employee of Weather Central that is not a party to this Agreement from becoming employed by another organization or person.

- 9. Notice. Employee agrees that he or she will notify any person or organization that he or she may become associated with after leaving Weather Central of this Agreement and Employee's obligations to comply with its terms.
- 10. Separability. Sections 3, 7 and 8 of this Agreement shall be considered separate and independent from each other and other provisions of this Agreement. No invalidity of any of those sections shall affect any other provision of this Agreement.
- 11. Complete Agreement. This Agreement replaces and supersedes any other agreement between Employee and Weather Central on the subjects covered in this Agreement. This Agreement, however, does not address or restrict Employee from any other employment, such restrictions, if any, are addressed in an Employment Agreement or Non-Compete Agreement signed by the Employee. This Agreement does not supersede any such restrictions on non-competition as may be contained in such other agreements.

Date: 2/1/2020

Employee's signature

Weather Central, LLC.

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