

## PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	ASSIGNMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Jeff Lawson</td> <td>09/25/2012</td> </tr> <tr> <td>John Wolthuis</td> <td>10/03/2012</td> </tr> <tr> <td>Evan Cooke</td> <td>09/25/2012</td> </tr> <tr> <td>Jonas Boerjesson</td> <td>09/25/2012</td> </tr> <tr> <td>Robert J. Simutis</td> <td>04/30/2011</td> </tr> </tbody> </table>		Name	Execution Date	Jeff Lawson	09/25/2012	John Wolthuis	10/03/2012	Evan Cooke	09/25/2012	Jonas Boerjesson	09/25/2012	Robert J. Simutis	04/30/2011
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RECEIVING PARTY DATA													
<table border="1"> <tr> <td>Name:</td> <td>Twilio, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>501 Folsom Street, 3rd Floor</td> </tr> <tr> <td>City:</td> <td>San Francisco</td> </tr> <tr> <td>State/Country:</td> <td>CALIFORNIA</td> </tr> <tr> <td>Postal Code:</td> <td>94105</td> </tr> </table>		Name:	Twilio, Inc.	Street Address:	501 Folsom Street, 3rd Floor	City:	San Francisco	State/Country:	CALIFORNIA	Postal Code:	94105		
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CORRESPONDENCE DATA													
<p>Fax Number: 8887759990  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 888-775-9990        Email: docketing@Schox.com        Correspondent Name: SCHOX PLC        Address Line 1: 500 3rd Street, Suite 515        Address Line 4: San Francisco, CALIFORNIA 94107</p>													
ATTORNEY DOCKET NUMBER:	TWIL-P23-US												
NAME OF SUBMITTER:	Stephanie Davis												
Total Attachments: 8													

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## DECLARATION AND ASSIGNMENT

This combined Declaration and Assignment is in relation to the patent application entitled SYSTEM AND METHOD FOR COMMUNICATING WITH A CLIENT APPLICATION attorney docket TWIL-P23-US which was filed on 21 SEPT 2012 and given application number 13/624,739.

As the below named inventor, I hereby declare that:

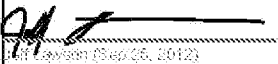
- I have reviewed and understand the contents and the claims of the patent application.
- The above-identified application was made or authorized to be made by me.
- I acknowledge the duty to disclose all information known to me to be material to patentability as defined in § 1.56.
- I believe that I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than (5) years, or both.

WHEREAS, Twilio, Inc. ("the assignee"), a state of Delaware corporation located at 501 Folsom Street, 3<sup>rd</sup> Floor, San Francisco, CA 94105 is desirous of acquiring an exclusive right to the invention.

For valuable consideration that we acknowledge, we hereby sell and assign to the assignee the full and exclusive right and title to the invention, to all patent applications for the invention in the United States and in all other countries, and to all patents issued on the invention in the United States and in all other countries; and we hereby request the Director of the United States Patent and Trademark Office to issue all patents on the invention to the assignee.

Executed by:

Name	Signature	Date (optional)
Jeff Lawson	 Jeff Lawson (Sep 25, 2012)	Sep 25, 2012

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Executed by:

Name	Signature	Date (optional)
John Wolthuis	 <small>John Wolthuis (Oct 3, 2012)</small>	Oct 3, 2012

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Name	Signature	Date (optional)
Evan Cooke	 Evan Cooke (Sep 25, 2012)	Sep 25, 2012

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Executed by:

Name	Signature	Date (optional)
Jonas Boerjesson	 <small>(Jonas Boerjesson (Sep 25, 2012))</small>	Sep 25, 2012

**TWILIO INC.**

**EMPLOYMENT, CONFIDENTIAL INFORMATION,  
INVENTION ASSIGNMENT,  
AND ARBITRATION AGREEMENT**

The following confirms and memorializes the agreement that Twilio Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (together, the “Company”), and I have had since the commencement of my employment (which term, for purposes of this agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee) with the Company in any capacity and that is and has been a material part of the consideration for my employment and continued employment by Company:

1. [REDACTED]

2. [REDACTED]

[REDACTED]

[REDACTED]

3. **Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which were made by me prior to my employment with the Company (collectively referred to as "Prior Inventions"), which belong to me, which relate to the Company's proposed business, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or service a Prior Invention owned by me or in which I have an interest, then unless otherwise agreed to by the Company and me in writing, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

(b) **Assignment of Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively referred to as "Inventions"), except as provided in Section 3(f) below. I further acknowledge that all original works of authorship which are (i) made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company, (ii) able to be protected by copyright and (iii) are not excepted from the provisions of this Section 3 by Section 3(f) are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any invention developed by me solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize or market any such invention.



(c) **Inventions Assigned to the United States.** I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

(e) **Patent and Copyright Registrations.** I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company, after making reasonable effort (including reasonable effort to send me prior written notice thereof) is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then 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 and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(f) **Exception to Assignments.** I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which (i) qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B) or (ii) is developed by me outside the scope of my service relationship with the Company and does not concern the current business or then-existing business of the Company. I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and not otherwise disclosed on Exhibit A.

[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Date: 04/30/2011 \_\_\_\_\_



\_\_\_\_\_  
Signature

Robert J Simutis  
\_\_\_\_\_  
Name of Employee (typed or printed)