

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|--------------------------------------------------------------------------------------|----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Bhaktha Ram Keshavachar | 02/13/2012 |
| RECEIVING PARTY DATA | |
| Name: | Aventyn, Inc. |
| Street Address: | 3000 Carlsbad Village Drive |
| Internal Address: | Suite 108A-383 |
| City: | Carlsbad |
| State/Country: | CALIFORNIA |
| Postal Code: | 92008 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 12422569 |
| CORRESPONDENCE DATA | |
| Fax Number: | 6506871183 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 650-833-2055 |
| Email: | timothy.lohse@dlapiper.com |
| Correspondent Name: | Timothy W. Lohse |
| Address Line 1: | 2000 University Avenue |
| Address Line 2: | DLA Piper LLP (US) |
| Address Line 4: | East Palo Alto, CALIFORNIA 94303 |
| ATTORNEY DOCKET NUMBER: | 379640-991110 |
| NAME OF SUBMITTER: | Timothy W. Lohse |
| Signature: | /Timothy W. Lohse/ |
| Date: | 09/06/2013 |

CH \$40.00 12422569

Total Attachments: 11

source=Keshavachar Transfer#page1.tif

source=Keshavachar Transfer#page2.tif

source=Keshavachar Transfer#page3.tif

source=Keshavachar Transfer#page4.tif

source=Keshavachar Transfer#page5.tif

source=Keshavachar Transfer#page6.tif

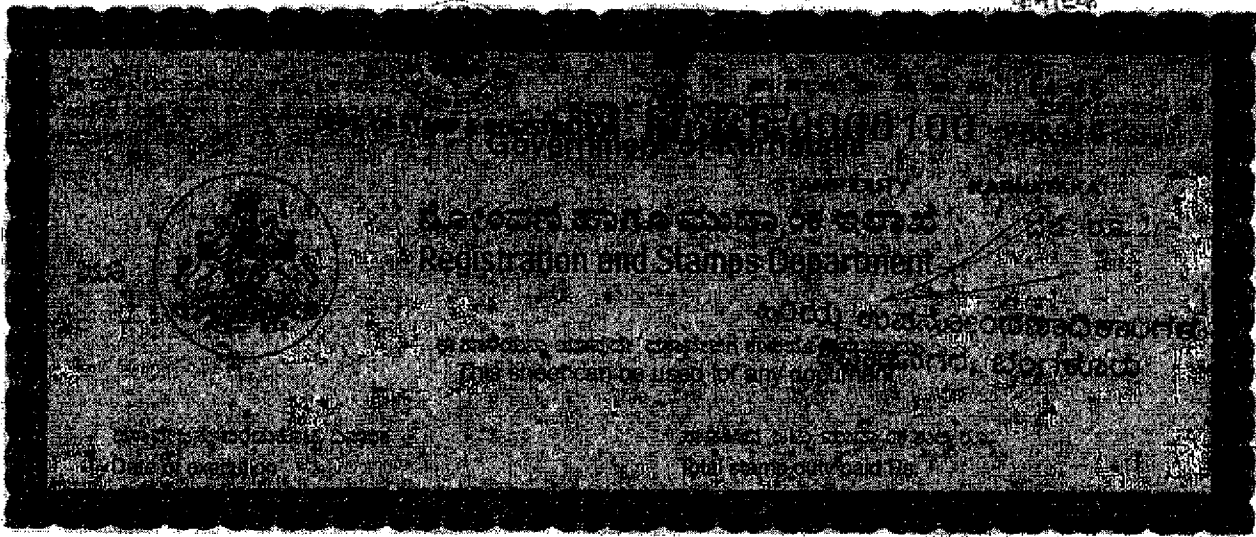
source=Keshavachar Transfer#page7.tif

source=Keshavachar Transfer#page8.tif

source=Keshavachar Transfer#page9.tif

source=Keshavachar Transfer#page10.tif

source=Keshavachar Transfer#page11.tif



AGREEMENT

THIS AGREEMENT ("Agreement") entered into at Bangalore on this 13th day of February, 2012 ["Effective Date"].

BY AND BETWEEN:

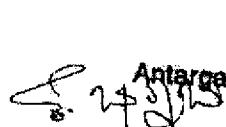
Mr. Bhaktha Ram Keshavachar, Indian resident, aged 44 years, son of Mr. Keshavachar Rama Sanjeeviah, residing at No. 98/1, 7th Cross, Domlur, Bangalore-560 071 (hereinafter referred to as the "**Bhaktha**", which expression shall, unless repugnant to the context or meaning thereof, include his heirs, executors and administrators) **of the FIRST PART;**

AND

Antargata Infotech Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at No. 98/1, 7th Cross, Domlur, Bangalore-560 071 and represented by its director, Mr. Navin Govind, (hereinafter referred to as "**Company**" which expression shall unless otherwise provided include its successors and permitted assignors) **of the SECOND PART;**

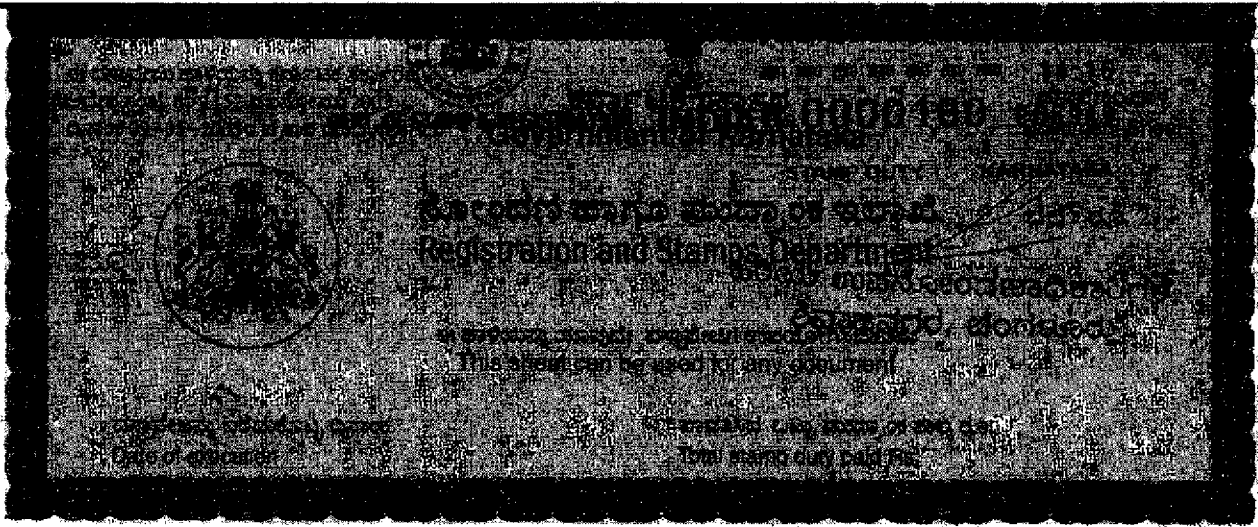
(Bhaktha and the Company are hereinafter referred to collectively as "**Parties**" and individually as "**Party**")

WHEREAS

 Antargata Infotech Private Limited
Director

PATENT

REEL: 031155 FRAME: 0211



- (A) Bhaktha is employed with the Company since [November 04, 2008] in the capacity of Chief Technical Officer (CTO) of the Company on the terms and conditions as mutually agreed between the Parties. Bhaktha is also a director and shareholder of the Company, holding 50 % of the paid-up capital of the Company.
- (B) Following discussions, deliberations and negotiations between the Parties, Bhaktha now wishes to exit from employment of the Company and also as director and shareholder of the Company in accordance with the terms and conditions contained herein.
- (C) The Parties now seek to enter into this Agreement to record the terms of such settlement.

NOW THEREFORE, in consideration of the premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby or to be acknowledged, the Parties, of their free will, mind, consent and without coercion, hereby agree as follows:

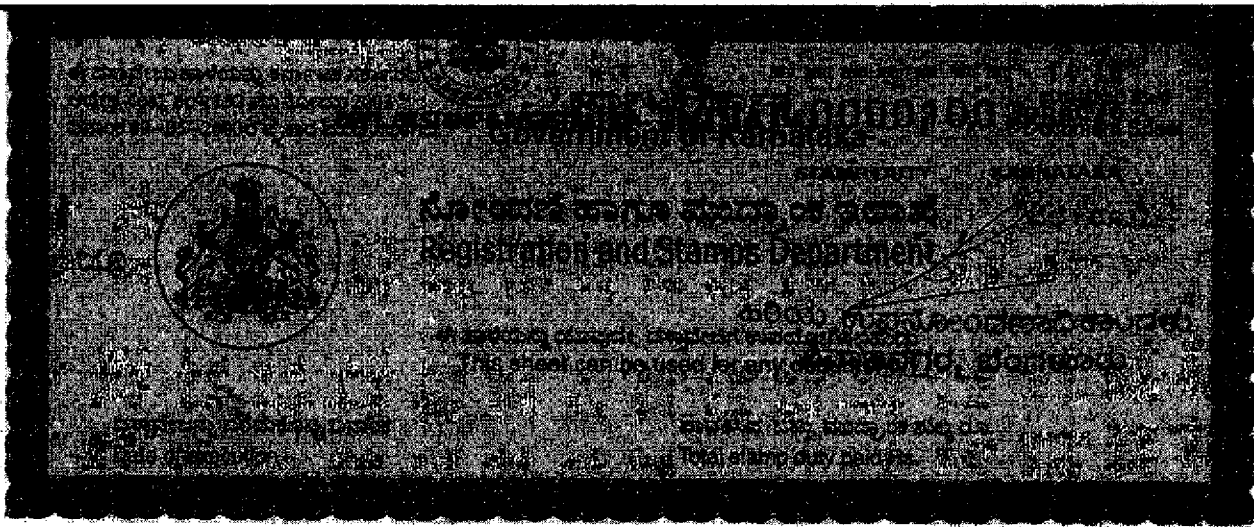
RESIGNATION

- 1.1 Bhaktha hereby confirms and undertakes that he shall resign from employment of the Company and directorship of the Company with effect from Effective Date and shall sign all necessary documents to give effect to his resignation including the resignation letter attached hereto as **Annexure A** which would be handed over to the Company on the Effective Date.

SETTLEMENT OF DUES

- 2.1 Bhaktha hereby agrees to hand over the outstanding projects/deliverables (**Projects**) as listed out in **Annexure B** to the person nominated/authorised by the Company for completion. Without prejudice to any other provisions of the Agreement, Bhaktha has

Antargata Infotech Private Limited
S. 24/MS.
Director



relinquished all rights, claims, costs, benefits accruing/to be accrued out of the Projects and also undertakes not to associate himself in any manner whatsoever either directly or indirectly pertaining to the aforesaid individual projects/deliverables.

- 2.2 Bhaktha hereby confirms that there are no dues, obligations or liabilities of any nature whatsoever pending/outstanding towards him from the Company. Further, Bhaktha also confirms that there are no other related party transactions between the Company and Bhaktha. Bhaktha agrees that, he will not make any claims of whatsoever nature from the Company anytime in future.
- 2.3 The Parties hereby unconditionally agree that all the rights and obligations arising out or from the previous agreements/correspondences including oral understanding stand relinquished and that none of the Parties to such agreements, will or can claim any rights, costs or claims under the agreements/correspondences against the other, except as mentioned under this Agreement.

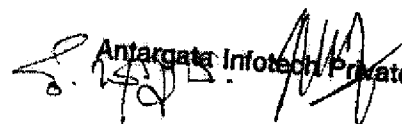
TRANSFER OF SHARES

- 3.1 Bhaktha further undertakes that, he shall transfer 5000 equity shares of the Company of Rs. 10/- each at a price of Rs. 10/- each ["Shares"] to Mr. Hemant Kumar by executing necessary documents to be submitted with the Company, share transfer deeds and agrees to hand over the original share certificates to Mr. Hemant Kumar on the Effective Date or such other date as mutually agreed between the Parties, simultaneous with payment of the sale purchase consideration of Rs. 50,000/- (Rupees Fifty Thousand only).

REPRESENTATIONS AND WARRANTIES OF BHAKTHA

- 4.1 Bhaktha represents and warrants that:

3

 Antargata Infotech Private Limited

Director

PATENT

REEL: 031155 FRAME: 0213

- (i) he has the full legal right, power and authority to enter into, execute and deliver this Agreement and to perform his obligations, undertakings set forth herein, and this Agreement has been duly and validly executed and delivered by Bhaktha constitutes a legal, valid and binding obligation, enforceable against him in accordance with its terms;
- (ii) the Shares held by Bhaktha are fully paid and the share certificates representing the Shares have been validly issued and are duly stamped;
- (iii) the Shares owned by Bhaktha are free and clear of all pledges, security interests, options, liens, charges, encumbrances, claims or other third party rights (including rights of pre-emption) and Bhaktha has all requisite power and authority to own and dispose of the Shares held by him;
- (iv) during his tenure as a CTO or as shareholder or in the capacity as a director in the Company, he has not infringed any intellectual property rights of any third party, nor has misrepresented, misappropriated any funds, nor there is any kind of misconduct to any third party or to any of the Company's customers, suppliers, other employees or has violated any policies framed by the Company or applicable laws; nor is he aware of any of the abovementioned breaches by the Company.

TRANSITION ASSISTANCE

- 5.1 Bhaktha covenants that he shall not act in any manner which is detrimental to the interest of the Company at all times and shall provide support to the Company in order to hand over the responsibilities, to provide replies to regulatory authorities, litigation assistance regarding matters handled by him during his employment with the Company, to his successor in the Company or to any person the Company so designates.

NON COMPETE

- 6.1 Bhaktha shall not, for a period of 3 years from the Effective Date, (i) carry on, directly or indirectly, either by himself or in association with or through any person, in any manner whatsoever, own, manage, operate, join, assist, have an interest in, operation or control of any business entity which, directly or indirectly carries on a business which could directly or indirectly conflict with the business interests of the Company, its successor or its shareholders and (ii) seek, or solicit to employ, at any time any officer, employee, agent, or similar representative of the Company or otherwise accept the services provided by such persons, (iii) solicit, entice away or attempt to solicit or entice away from the Company, any customer, client, vendor, representative, agent, franchisees, business associates, (iv) operate directly or indirectly, either by themselves or in association with or through any person, in any manner whatsoever, any business using the name of the Company or using any name which could be misleading for any customer, client, vendor, representative, agent, franchisees or business associates.

CONFIDENTIALITY AND NON DISCLOSURE

4


Antarata Infotech Private Limited

Director

PATENT

REEL: 031155 FRAME: 0214

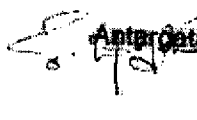
7.1 Use of Confidential Information. Bhaktha agrees to hold in confidence, in perpetuity, and not to use, except as required for the benefit of the Company, or to disclose to any person, firm or corporation, any Confidential Information of the Company. "Confidential Information" for the purpose shall including but not limited to mean all technical and non-technical information including patent, trademark, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, scientific, algorithms, software programs, software source documents and formulae related to the current, future and proposed products and services of the Company, the Company's suppliers and customers, personal information, unpublished financial information, budgets, projections, and efforts and includes, without limitation, Company innovations, and the Company's information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans, non public information and related information. For abundant clarification, Confidential Information shall also include all information which is not generally known to the Company's competitors and the public, and which has or could have commercial value to the Company's business. It includes not only information disclosed by the Company (or its customers, affiliates, vendors, client attorneys, class members or putative class members) to Bhaktha during the course of his employment with the Company, but also information developed or learned by the Bhaktha during the course of his employment with the Company.

7.2 Third Party Information. Bhaktha recognizes that he has received from the Company's clients or third parties their confidential or proprietary information during his employment in the Company. Bhaktha warrants that he will maintain confidentiality of such information so received. Bhaktha agrees that at all times he will hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation. Bhaktha represents and warrants that he will not use such third party information for the benefit of anyone.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Assignment of all intellectual property rights. Bhaktha hereby assigns to the Company, or its designee, all his 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, patents, copyrights, know-how, whether or not patentable or register able under copyright or similar laws, made, conceived, reduced to practice, or learned by Bhaktha (either alone or jointly with others) during the period of his employment, that are related to or useful in the business of the Company, or which result from tasks assigned to Bhaktha by the Company, or from the use of premises owned, leased, or otherwise acquired by the Company which is detailed in Annexure C of this Agreement (collectively referred to as "**Intellectual Property Rights**"). Bhaktha further acknowledges that the Intellectual Properties which are made by him (solely or jointly with others) within

5

 **Antaropta Infotech Private Limited**

Director

PATENT

REEL: 031155 FRAME: 0215

the scope of and during the period of employment with the Company are "works made for hire" as that term is understood under Indian law. Bhaktha understands and agrees that the decision whether or not to commercialize or market any invention developed by him solely or jointly with others is within the Company's sole discretion and for the Company's sole benefit and that no royalty shall be due to him as a result of the Company's efforts to commercialize or market any such invention.

- 8.2 Bhaktha agrees to assist the Company, or its designee, in every proper way to secure the Company's rights in the Intellectual Property Rights 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 right, title and interest in and to such Intellectual Property Rights, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. In the event any Intellectual Property Rights is not assignable under applicable laws, Bhaktha hereby grants to the Company, in perpetuity, royalty free, worldwide, transferable license in respect of the Intellectual Property Rights.
- 8.3 Bhaktha agrees that, at the time of leaving the employment and at the time of resignation as director of the Company, irrespective of notice has been served upon him, he shall immediately deliver to the Company (and will not keep in his possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other and all documents or property, inventions, or reproductions of any aforementioned items developed by him pursuant to employment with the Company or otherwise belonging to the Company, its successors or assigns.
- 8.4 With effect from the Effective Date, Bhaktha shall not use the name of the Company or any of its products or related accessories in any of the literature or advertisement, and further, that Bhaktha shall not in any manner represent, deal or transact with the products or related accessories of the Company with any third party or authority.

INDEMNIFICATION

- 9.1 Bhaktha shall hold the Company harmless at all times from any and all claims, liabilities, judgments, losses, damages, costs and expenses asserted against the Company by any person or entity which damage results from any breach of any representation and warranty, terms of this Agreement or due to any acts, deeds or things done or omitted by Bhaktha in the capacity as an employee, shareholder or as a director.

WITNESSED AND SIGNED:

6

Antargata Infotech Private Limited

Director

PATENT

REEL: 031155 FRAME: 0216

- (a) Any dispute, controversy or claim arising out of or relating to this Agreement or any related agreement or other document or the validity, interpretation, breach or termination thereof (a "Dispute"), including claims seeking redress or asserting rights under applicable Law, shall, subject to the provisions of this Clause, be resolved and finally settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 with the Company appointing one arbitrator, Bhaktha appointing one arbitrator, and the two arbitrators so appointed, appointing the third arbitrator. The three arbitrators so appointed shall constitute the arbitral tribunal.
- (b) All communications, whether or not in writing, between the Parties or their representatives in connection with the attempted resolution of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and be 'without prejudice' and shall be exempt from any discovery or production otherwise applicable and shall not be admissible in evidence (whether as an admission or otherwise), in any arbitral proceeding for the resolution of the Dispute.
- (c) The arbitration proceedings shall be conducted in the English language. The arbitration proceedings shall be conducted in Bangalore. The arbitrator(s) shall determine the Dispute in accordance the Laws and shall apply this Agreement according to its terms. The Parties agree to be bound by any award or order resulting from any arbitration conducted hereunder.

1. MISCELLANEOUS

- (a) Full and Final Settlement: The Parties hereby agree and undertake that this Agreement shall act as full and final settlement of all claims, rights, liabilities and obligations and unequivocally undertake that all issues, claims and liabilities are hereby resolved forever. Further, other than the obligations and dues mentioned under the terms of this Agreement, there are no other dues and obligations pending/outstanding between the Parties.
- (b) Further Assurances: The Parties undertake to ensure that it, its representatives and agents representing it shall at all times be ready and willing and shall undertake such acts and execute all such documents and agreements that may be reasonably required to give full effect and to implement the spirit, intent and specific provisions of this Agreement and to do and assist in all such acts, deeds, things to obtain all necessary and requisite approvals, permissions, etc., as may be necessary with respect to the same.
- (c) Entire Agreement: This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matters of this Agreement and supersedes all prior agreements and undertakings, both written and oral, with respect to the subject matter hereof including but not limited to the Appointment Letter except as otherwise expressly provided herein.


Antargata Infotech Private Limited

Director
PATENT

- (d) Notices: Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by facsimile/electronic transmission, and then confirmed by postage, prepaid registered mail or by nationally recognised courier service, in the manner as elected by the Party giving such notice to the addresses mentioned above.
- (e) Reservation of rights: No forbearance, indulgence or relaxation or inaction by a Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. Any waiver or acquiescence by a Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement or of the subsequent breach, or acquiescence to or recognition of rights other than as expressly stipulated in this Agreement.
- (f) Counterparts: This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- (g) Governing Law and jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of India and the competent courts at Bangalore, India, shall have exclusive jurisdiction over all matters in connection herewith.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS AGREEMENT ON THE DATES SET FORTH BELOW.

Signed and Delivered by the within named **Bhaktha Ram Keshavachar**

in the presence of



Signed and Delivered by the within named **Company**, represented by its authorized representative,

Mr. **NAVIN GAVIND**, FOUNDER & CEO

in the presence of



8

 Antargata Infotech Private Limited

Director

PATENT

REEL: 031155 FRAME: 0218

Annexure A

Resignation Letter in the format enclosed along with this Agreement

 Antargata Infotech Private Limited

Director

PATENT

**Annexure B – List of
Projects**

- I. Vitalbeat Device ID and PIR encryption - Windows and Android
- II. Microsoft SQL EKM Integration - Windows Platform
- III. Nagra ID Smartcard Integration -- Windows Server
- IV. Android Kernel with driver generation – Kernel version 2.3x
- V. ModPayOnline API integration -- Windows and Android
- VI. Citrix client Hypervisor Encryption – Linux

10


Antaresia Infotech Private Limited

Director
PATENT

REEL: 031155 FRAME: 0220

**Annexure C –
Assignment of IP**

Patent details filed in United States of America

1. **Application number and receipt date:** 12434054 dated May 01, 2009
First Named Inventor/Applicant Name: Bhaktha Ram Keshavachar
Title of invention: System and Method for Executing Code Securely in General Purpose Computer
Application Type: Utility under 35 USC 111(a)

2. **Application number and receipt date:** 12422569 dated April 13, 2009
First Named Inventor/Applicant Name: Bhaktha Ram Keshavachar
Title of invention: System and Method for Software Protection and Secure Software Distribution
Application Type: Utility under 35 USC 111(a)


Antargata Intotech Private Limited

PATENT