

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2640841

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
Name		Execution Date
MING QIAO		06/17/2010
RECEIVING PARTY DATA		
Name:	VIRENT, INC.	
Street Address:	3571 ANDERSON ST	
City:	MADISON	
State/Country:	WISCONSIN	
Postal Code:	53704	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13339994	
CORRESPONDENCE DATA		
Fax Number:		
Email:	sara.kerstein@quarles.com	
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>		
Correspondent Name:	SARA J. KERSTEIN	
Address Line 1:	411 E. WISCONSIN AVENUE	
Address Line 2:	QUARLES & BRADY, LLP	
Address Line 4:	MILWAUKEE, WISCONSIN 53202	
ATTORNEY DOCKET NUMBER:	129550.00143	
NAME OF SUBMITTER:	SARA J. KERSTEIN	
Signature:	/Sara J. Kerstein/	
Date:	12/09/2013	
Total Attachments: 6		

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VIRENT ENERGY SYSTEMS, INC.

AGREEMENT REGARDING TRADE SECRETS, CONFIDENTIAL INFORMATION AND INVENTIONS

In consideration of my employment or continued employment by VIRENT ENERGY SYSTEMS, Inc., a Delaware Corporation ("Virent"), and the compensation now and hereafter paid to me, I hereby agree as follows:

1. Confidential Information.

(a) "Confidential Information" means any knowledge, data or other information (to the extent not considered a Trade Secret), whether tangible or intangible and without regard to form, that is proprietary or confidential in nature relating to Virent's business and commercial interests and generally not known to Virent's competitors. Confidential Information includes, without limitation: (i) current and future business plans; (ii) the composition, description, schematic or design of any current or future products, processes or equipment; (iii) communication systems, audio systems, system designs and related documentation; (iv) advertising or marketing plans; (v) information regarding independent contractors, employees, clients and customers; (vi) information relating to best practices, even if the technique is known but its use is not disclosed or available to the public; and (viii) information concerning financial structure and methods and procedures of operation. Confidential Information shall not include any information that: (1) is or becomes generally available to the public other than as a result of an unauthorized disclosure; (2) has been independently developed and disclosed by others without violating this Agreement or the legal rights of any party; or (3) otherwise enters the public domain through lawful means.

(b) I acknowledge and agree that Confidential Information relating to best practices or the composition, description, schematic or design of any current or future products, processes or equipment of Virent or its customers ("Technical Confidential Information") is a significant and valuable asset of Virent, and that its unauthorized disclosure may cause significant harm to Virent and its customers and related parties. At all times during the term of my employment and for a period of: (i) five (5) years with respect to Technical Confidential Information; and (ii) two (2) years with respect to all other Confidential Information, following the termination of my employment from Virent, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any Confidential Information of Virent, its licensors, suppliers, clients and customers, except as such disclosure, use or publication may be required in connection with my work for Virent, or unless an officer of Virent expressly authorizes such in writing. I will obtain Virent's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at Virent and/or incorporates any Confidential Information.

2. Trade Secrets.

(a) "Trade Secrets" means all information, whether tangible or intangible and without regard to form, including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, or lists of actual or potential customers or suppliers, which: (i) is not commonly known by or available to the public; (ii) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (iii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(b) At all times during the term of my employment and thereafter following the termination of my employment from Virent, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any Trade Secrets of Virent, its licensors, suppliers, clients and customers.

3. Third Party Information. I understand that Virent has received, and in the future will receive, Trade Secrets and Confidential Information from third parties ("Third Party Information") subject to a duty to maintain such Third Party Information in confidence and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold all such Third Party Information in the strictest confidence and will not

disclose or use such Third Party Information, except in connection with my work for Virent or unless expressly authorized by an officer of Virent in writing.

4. No Improper Use of Information of Prior Employers and Others.

(a) During my employment by Virent, 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 Virent 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. I will use in the performance of my duties only information which is generally known and used by persons with training and experience comparable to my own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by Virent.

(b) Exceptions. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry of Virent, which is not gained as result of a breach of this Agreement, and my own, skill, knowledge, know-how and experience to whatever extent and in whichever way I wish.

5. Inventions; Works of Authorship.

(a) I hereby assign to Virent all right, title and interest in and to any and all ideas, designs, concepts, discoveries, improvements, formulas, source and object codes, data, programs, and any other inventions or works of authorship or any techniques and know-how, whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned, either alone or jointly with others, during the period of my employment by Virent (hereinafter collectively referred to as "Inventions") so long as it (i) involved the use of working time; (ii) involved the use of the Virent equipment, facilities, confidential information or trade secrets; (iii) at the time conceived or first reduced to practice, related to Virent's current or planned business activities; or (iv) resulted from work performed for Virent. I will promptly make a complete written disclosure to Virent of each Invention, fully and in writing, specifically pointing out the features or concepts which I believe to be new or different. At the time of each such disclosure, I will provide to Virent in writing all evidence necessary to substantiate that belief.

(b) I acknowledge and agree that all original works of authorship made for or on behalf of Virent (solely or jointly with others) or within the scope of my employment by Virent, 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). With respect to all works of authorship first created and prepared by me and which are not covered by the definition of a "work made for hire" under 17 U.S.C. § 101 of the U.S. Copyright Act of 1976, such that I would be regarded as the copyright author and owner, I hereby assign and agree to assign to Virent, and Virent accepts and agrees to accept, my entire right, title, and interest in and to such works, including all copyrights therein.

(c) I recognize that all Inventions shall be the sole property of Virent and its assigns, and that Virent and its assigns shall be the sole owner of all patent rights, copyrights, mask works rights, trade secret rights and all other intellectual property rights throughout the world in connection therewith. The provisions set forth in this Section 5 are in addition to and not in lieu of any obligations that I owe to Virent provided by law with respect to such Inventions, including without limitation, any obligations I have under Wis. Stats. Section 134.90, as the same may be amended from time to time, or any other comparable state or federal statute or regulation.

(d) I agree to execute or assent, upon Virent's request, to such United States and foreign patent applications and to execute all separate assignments and other legal documents that Virent may find necessary or

desirable in its exercise of the right, title, and interest assigned above. I also agree to communicate to Virent any facts relating to the Inventions or to any of the patent applications or patents contemplated above that may be useful to Virent and to testify as to such facts in any interferences or in litigation, if requested to do so. I agree that my obligation to assist Virent shall continue beyond the termination of my employment by Virent, provided that I shall be compensated by Virent at a reasonable rate after such termination for the time actually spent in performing such services.

(e) In the event Virent is unable to, for any reason and after reasonable effort, secure my signature on any document needed in connection with actions specified in the preceding paragraphs, I hereby irrevocably designate and appoint Virent and its duly authorized officers and agents, as my agent and attorney in fact, to act for and on 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 paragraphs thereon with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Virent any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any rights provided under any Inventions assigned to Virent hereunder.

6. Prior Inventions. All patented or unpatented inventions, if any, which I made prior to the commencement of my employment with Virent 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 such 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 Virent, 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 (collectively referred to as the "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions on Exhibit A but am only to disclose: (i) a cursory name for each such invention, (ii) a listing of the party(ies) to whom it belongs; and (iii) the fact that the full disclosure has not been made for that reason. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with Virent, I incorporate a Prior Invention into a Virent product, process or machine, Virent is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Virent Inventions without Virent's prior written consent.

7. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and as an employee of Virent 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 Virent. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

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

9. Legal and Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Trade Secrets and Confidential Information of Virent, Virent 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 Virent may have for a breach of this Agreement.

10. 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.

11. General Provisions.

(a) Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of Wisconsin. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in Madison, Wisconsin for any lawsuits filed there against me by Virent arising from or related to this Agreement.

(b) Entire Agreement. This Agreement sets forth the entire agreement and understanding between Virent and me relating to the subject matter hereof, and shall be deemed effective as of my employment date and supersedes and merges all prior agreements and discussions between us relating to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed with a non-electronic signature by both parties. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement. The obligations pursuant to Sections 1 through 6 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by Virent as an employee, consultant or otherwise, or if no other agreement governs nondisclosure and assignment of inventions during such period.

(c) Severability. The parties hereto recognize that the laws and public policies of the various states of the United States may differ as to the validity and enforceability of certain covenants set forth in this Agreement. It is the intention of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and policies of each jurisdiction in which enforcement may be sought, and that the unenforceability (or the modification to conform to such laws or policies) of any provisions of this Agreement shall not render unenforceable, or impair, the remainder of the provisions of this Agreement. Accordingly, if any provision of this Agreement shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall be deemed to apply only with respect to the operation of such provision in the particular jurisdiction in which such determination is made and not with respect to any other provision or jurisdiction. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

(d) Successors and Assigns. This Agreement shall be assignable to, and shall inure to the benefit of, Virent's successors and assigns, including, without limitation, successors through merger, name change, consolidation, or sale of a majority of Virent's stock or assets, and shall be binding upon me. I acknowledge and agree that I shall not have the right to assign my rights or obligations under this Agreement.

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

(f) Employment. I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by Virent, nor shall it interfere in any way with my right or Virent's right to terminate my employment at any time, with or without cause.

(g) Waiver. No waiver by Virent of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by Virent of any right under this Agreement shall be construed as a waiver of any other right. Virent shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

(h) Notification of New Employer. In the event that I leave the employ of Virent, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

(i) General Know-How. I understand that the nothing is this Agreement is intended to restrict my ability to obtain alternative employment or to prevent me from using my general knowledge and skills acquired or enhanced during my employment with Virent, so long as such use does not involve the use or disclosure of any of Virent's Trade Secrets or Confidential Information in breach of this Agreement or applicable law.

(j) Acknowledgment. You acknowledge that the terms and conditions contained in this Agreement are reasonable and necessary to protect the legitimate business interests of Virent, and will not impair or infringe upon Your right to work or ability to earn a living in the event Your employment with Virent ends.

This Agreement shall be effective as of the first day of my employment with Virent.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE VIRENT'S TRADE SECRETS AND CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO MY EMPLOYMENT.

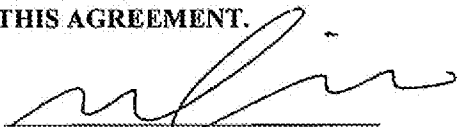
I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE FILLED OUT COMPLETELY EXHIBIT A TO THIS AGREEMENT.

Date: 6/17/10

Signature :

Print Name:

Address:



MING QIAO

182028604 Crooked Creek Rd.
Pawnee, WY 83072

ACCEPTED AND AGREED TO:
VIRENT ENERGY SYSTEMS, INC.

By:


Name: Jeff C. Moore

Title: VP Business Operations

Address:

3571 Anderson St.
Madison, Wisconsin 53704

EXHIBIT A

Virent Energy Systems, Inc.
3571 Anderson St.
Madison, Wisconsin 53704

Ladies and Gentlemen:

1. The following is a complete list of inventions relevant to the subject matter of my employment by Virent Energy Systems, Inc. (the "Virent") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Virent:

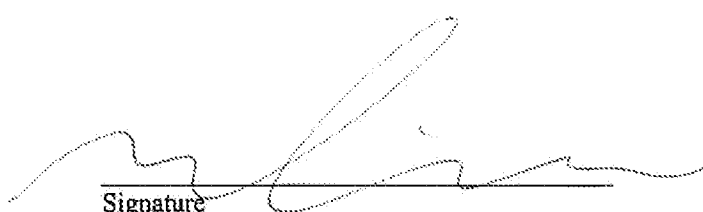
- ☒ No Inventions or improvements
- ☐ See below:
- ☐ Additional sheets attached

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

Invention or Improvements

Party(ies)

Relationship


Signature

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Print or Type Name