

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2720525

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	DOCUMENT SHOWING OBLIGATION TO ASSIGN
CONVEYING PARTY DATA	
Name	Execution Date
PETR KUBON	10/27/2003
RECEIVING PARTY DATA	
Name:	RECOMBO, INC.
Street Address:	110-211 COLUMBIA STREET
City:	VANCOUVER, BRITISH COLUMBIA
State/Country:	CANADA
Postal Code:	V6A 2R5
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11934487
CORRESPONDENCE DATA	
Fax Number:	(617)345-3299
Phone:	617-345-3000
Email:	mschepper@burnslev.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	BURNS & LEVINSON, LLP
Address Line 1:	125 SUMMER STREET
Address Line 2:	ATTN: MARLO SCHEPPER GROLNIC
Address Line 4:	BOSTON, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	40762-101
NAME OF SUBMITTER:	MARLO SCHEPPER GROLNIC
Signature:	/Marlo Schepper Grolnic/
Date:	02/10/2014

Total Attachments: 4

source=Petr Kubon NDA non comp and IP signed (2)#page1.tif

source=Petr Kubon NDA non comp and IP signed (2)#page2.tif

source=Petr Kubon NDA non comp and IP signed (2)#page3.tif

source=Petr Kubon NDA non comp and IP signed (2)#page4.tif

PATENT

REEL: 032230 FRAME: 0968

Employee Non-Disclosure Agreement

Whereas:

- A. Pete Koken ("Employee") will be employed by Recombo Inc. ("Company"); and
- B. as a result Employee has and will continue to have access to commercially valuable information and other confidential information directly or indirectly related to the Company, its suppliers and customers; and
- C. it is essential to Company's business and to the protection of its shareholders that such information be treated as confidential.

Now therefore, Employee agrees as follows

Definitions:

- I. Unless the context requires otherwise, the following terms shall have the meanings set out below when used in this Agreement:
 - a. **"Confidential Information"** means trade secrets and other information, in whatever form or media, in the possession of Company, and owned by Company or companies affiliated, associated or related to Company, or by their respective suppliers, distributors, customers, or other business partners (collectively "Company's Associates"), which is not generally known to the public and has been specifically identified as confidential or proprietary by Company, or its nature is such that it would generally be considered confidential in the industry in which Company or Company's Associates operate, or which Company is obligated to treat as confidential or proprietary, whether or not it is patented, registered or otherwise publicly protected. By way of illustration but not in limitation, Confidential Information includes:
 - i. **all Developments** (as defined below) owned by Company or Company's Associates;
 - ii. **Financial, Legal and Corporate Information**, such as earnings, assets, debts, costs, prices, volumes, corporate or financial records, statements, reports or analyses, business plans, financing strategies or arrangements, corporate bids, acquisitions, mergers, terms of contracts, non-public information about litigation, all whether actual or projected or whether related to Company or Company's Associates generally, or to their respective products, services, markets, or transactions;
 - iii. **Marketing Information**, such as details about existing or proposed sales and marketing methods, programs or agreements of Company or Company's Associates, or market reports and analyses, sales forecasts, results of marketing efforts, or bidding and pricing information or other information about pending transactions of, prepared by or prepared on behalf of Company or Company's Associates;
 - iv. **Product, Technical and Manufacturing Information**, such as details about the actual or proposed characteristics, name, price, or packaging of any prospective product or service of Company or Company's Associates, or of any component thereof, or any formula, algorithm, concept, know-how, data, flowchart, idea, pattern, design, specification, software program (including source code), technique, concept, method, process, invention, sources, research data or compilation, drawing, or prototype, related to any prospective or existing product or service of Company or Company's Associates, or any right or interest of Company or Company's Associates, therein;
 - v. **Personnel Information**, such as names of prospective employees and addresses, phone numbers, social insurance numbers, and personal, employment and medical histories of past, existing or prospective employees, consultants and directors, their terms of employment or engagement, performance evaluations, proposed promotions, discipline histories, resignations and terminations and reasons therefore, and company training and evaluation methods generally;

- vi. **Customer, Distributor, Supplier and Research Information**, such as any compilation of past, existing or prospective customers, suppliers or distributors, records of purchases, prices and terms, proposals, discussions, negotiations or agreements between customers, suppliers or distributors (existing or prospective) and the Company or Company's Associates, status of customer's or distributor's accounts or credit or related information about actual or prospective customers; and

(b) **"Developments"** means all inventions, ideas, concepts, designs, improvements, discoveries, modifications, computer software, and other results which are conceived of, developed by, written, or reduced to practice by Employee, alone or jointly with others (including, where applicable, all scripts, models, specifications, source code, design documents, creations, artwork, text, graphics, photos, pictures, and music).

2. **List not Exhaustive** - Employee hereby acknowledges that the list set out above is not exhaustive and that he or she is obligated to ask his or her manager if in any doubt as to the confidential nature of specific information.
3. **Ownership of Confidential Information** - Employee acknowledges that Confidential Information is and shall be the sole and exclusive property of Company, Company's Associates, or their designate(s). Employee acknowledges that he or she has not, and shall not, acquire any right, title or interest in or to Confidential Information.
4. **Non-Disclosure, Use and Reproduction of Confidential Information** - Employee shall keep all Confidential Information strictly confidential, and shall not, either directly or indirectly, either during or subsequent to his or her employment with Company, disclose, allow access to, transmit, transfer, use or reproduce Confidential Information in any manner except as required to perform his or her duties for Company and in accordance with all procedures established by Company for the protection of Confidential Information. These procedures include, at minimum, a requirement that Employee ensure that all Confidential Information and all copies thereof, are clearly marked, or otherwise identified as confidential to Company and proprietary to the person or entity that first provided the Confidential Information, and are stored in a secure place while in Employee's possession, custody, charge or control.

Without limiting the foregoing, Employee shall not, directly or indirectly, disclose, allow access to, transmit or transfer any Confidential Information to any person that is not an employee, officer, or director of the Company, without the prior written authorization of his or her manager, or an officer of the Company.

5. **Return of Materials, Equipment and Confidential Information** - Upon request by Company, and in any event when Employee leaves the employ of Company, Employee shall immediately return to Company all Confidential Information and all other materials, computer programs, documents, memoranda, notes, papers, reports, lists, manuals, specifications, designs, devices, drawings, notebooks, correspondence, equipment, keys, pass cards, and property, and all copies thereof, in any medium, in Employee's possession, charge, control or custody, which are owned by, or relate in any way to the business or affairs of Company.

Ownership of Developments

6. **Acknowledgment of Company Ownership** - Employee acknowledges that Company shall be the exclusive owner of all Developments made during the term of his or her employment with Company (except for the Excluded Developments described below) and to all intellectual property rights in and to such Developments. Employee hereby assigns all right, title and interest in and to these Developments throughout the world and universe to Company, including without limitation, all trade secrets, patent rights, copyrights, mask works, industrial designs, and any other intellectual property rights in and to each Development, effective at the time each is created. Further, Employee irrevocably waives all moral rights he or she may have in these Developments.
7. **Excluded Developments** - The Company shall not own any Development that Employee establishes:
- a. was developed entirely on his or her own time; and

- b. was developed without the use of any equipment, supplies, facility, services or Confidential Information of Company; and
- c. does not relate directly to the business or affairs of Company during the term of Employee's employment with the Company or to the actual or demonstrably anticipated research or development of Company during this period; and
- d. does not result from any work performed by Employee for Company.

("Excluded Developments")

8. **Disclosure of Developments** - To avoid any disputes arising later over the ownership of Developments, Employee shall, within five days following his or her executing this Agreement, provide Company with a general written description of any Developments it believes the Company does not own, whether because they are Excluded Developments or because they were developed prior to Employee performing any services for Company ("Prior Developments"). Thereafter, Employee agrees to make full and prompt disclosure to Company of all Developments, including Excluded Developments, made during the term of Employee's employment with Company. Company shall hold any information it receives regarding Prior or Excluded Developments in confidence.
9. **Further Acts** - Employee agrees to cooperate fully with Company both during and after his or her employment with the Company, with respect to signing further documents and doing such acts and other things reasonably requested by Company to confirm Company's ownership of Developments (other than Prior and Excluded Developments), the transfer of ownership of these Developments to Company, and the waiver of Employee's moral rights therein, and to obtain or enforce patent, copyright, trade secret or other protection for these Developments, provided that Company pays all Employee's expenses in doing so, and reasonable compensation if such acts are required after Employee leaves the employ of Company.
10. **Employee Owned Inventions** - Employee hereby represents and warrants to, and covenants with, Company, that unless Company agrees in writing otherwise, he or she shall only use or incorporate a Development that is not owned by Company into a Company process, product, machine or service, if Employee owns all proprietary interest in the Excluded Developments and grants to Company at no charge, a non-exclusive, irrevocable, perpetual, worldwide license to use, distribute, transmit, broadcast, sub-license, produce, reproduce, perform, publish, practice, make, and modify the Development.
11. **Prior Employer Information** - Employee hereby represents and warrants to, and covenants with, Company that during his or her employment with Company, Employee shall not improperly use or disclose any confidential or proprietary information of Employee's former or current employers, partners, principals, co-venturers, customers, suppliers, or distributors ("Business Associates") or of the Business Associates of such persons or entities, and that Employee will not bring onto Company's premises any unpublished documents or any property belonging to any such persons or entities unless such persons or entities have given their consent. In addition, Employee shall not violate any non-disclosure or proprietary rights agreement Employee has signed with any person or entity prior to his or her execution of this Agreement.
12. **Protection of Computer Systems and Software** - Employee agrees to take all necessary precautions to protect the computer systems and software of the Company and Company's Associates, including without limitation complying with the obligations set out in any Company policies of which he or she is advised from time to time. Employee agrees that violation of any of such policies may be grounds for discipline up to and including immediate dismissal for cause.

Miscellaneous

1318. **Enforcement** - Employee acknowledges and agrees that damages may not be an adequate remedy to compensate Company for any breach of Employee's obligations under this Agreement, and accordingly agrees that in addition to any and all other remedies available, Company shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce these obligations.

1319. **Miscellaneous** - This Agreement shall be governed for all purposes by the laws of the Province of British Columbia, and any action arising out of this Agreement shall be brought in the Supreme Court of British Columbia. If any provision of this Agreement is declared excessively broad, it shall be construed so as to afford Company the maximum protection permissible by law. If any provision of this Agreement is void or is declared void, the provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement sets forth the entire Agreement relating to the subject-matter hereof, and any representations, promises or conditions that are not in writing and signed by both parties shall not be binding on either party. The covenants contained in this Agreement shall survive termination of the employment relationship giving rise to this Agreement. The provisions of this Agreement shall be binding on Employee and his or her legal representative, the Company and its successors and assigns.

I ACKNOWLEDGE THAT, BEFORE SIGNING THIS AGREEMENT, I WAS GIVEN AN OPPORTUNITY TO READ IT, EVALUATE IT, AND DISCUSS IT WITH MY PERSONAL ADVISORS AND WITH REPRESENTATIVES OF COMPANY.

HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT, I have executed this Agreement on the 27th day of October, 2003.

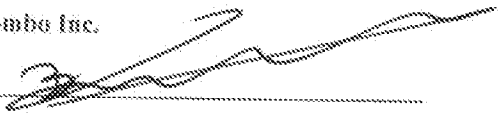


Signature of Employee

PETER PETER KUBON

Name of Employee (Print)

Recombo Inc.

By: 

Title: President & CEO

Date: Oct 27 / 03