

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2787199

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
LEONID GIBIANSKY	10/02/1998
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	RTH CORPORATION, INC.
<b>Street Address:</b>	462 HERNDON PARKWAY
<b>Internal Address:</b>	SUITE 208
<b>City:</b>	HERNDON
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	20170
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13620562
<b>Patent Number:</b>	8285577
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(949)760-9502
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(949) 760-0404
<b>Email:</b>	efiling@knobbe.com
<b>Correspondent Name:</b>	KNOBBE MARTENS OLSON & BEAR LLP
<b>Address Line 1:</b>	2040 MAIN STREET
<b>Address Line 2:</b>	14TH FLOOR
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614
<b>ATTORNEY DOCKET NUMBER:</b>	EXP.045C4
<b>NAME OF SUBMITTER:</b>	TED M. CANNON
<b>SIGNATURE:</b>	/Ted M. Cannon/
<b>DATE SIGNED:</b>	03/26/2014
<b>Total Attachments: 4</b>	
source=Employment_Agreement#page1.tif	
source=Employment_Agreement#page2.tif	
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<b>PATENT</b>	

## EMPLOYEE CONFIDENTIALITY AGREEMENT

**In consideration for the agreement of RTH CORPORATION, INC. ("Company") to employ me and as a condition to my continued employment by Company, I hereby agree as follows:**

### 1. **Nondisclosure of Proprietary Information**

Both during and after the term of this Agreement, I agree to preserve and protect the confidentiality of Proprietary Information. In addition, I will not (i) disclose or disseminate Proprietary Information to any third party, including employees of Company without a need to know, or (ii) use Proprietary Information for my own benefit or for the benefit of any third party. If I receive information with uncertain confidentiality, I agree to treat the information as Proprietary Information until management has verified to me that such information is neither confidential nor proprietary.

### 2. **Definition of Proprietary Information**

Proprietary Information is defined as information regarding the Company's current and planned business activities, including (i) information which relates to Company's actual or anticipated products, software, research inventions, processes, techniques, designs or other technical data, (ii) information regarding administrative, financial or marketing activities of Company, (iii) information received from Company clients and other third parties, and (iv) any materials or documents containing any of the above information. Proprietary Information does not include information which is or becomes publicly available without a breach of this Agreement by me.

### 3. **Return of Proprietary Information**

Upon termination of my employment with Company, I agree to deliver to Company all documents and other tangibles including Diskettes and other storage media containing Proprietary Information.

#### 4. **Ownership of Works**

During the time I am employed by Company, Company shall own all rights, including all trade secrets and copyrights, in and to the following works created by me whether created on Company premises or at some other location: (i) works which relate to or are derived from the actual or anticipated business of Company and (ii) works which result from or are derived from any task assigned to me or work performed by me for Company (collectively, the "Works"). The Company shall own such Works even if created outside normal working hours and regardless of whether my own equipment or Company equipment was used to create the Works. Such Works shall include program codes and documentation. To the extent that any such Works do not qualify as works made for hire under U.S. copyright law, this Agreement will constitute an irrevocable assignment by me to Company of the ownership of, and all rights of copyright in, such Works. I agree to give Company or its designees all assistance reasonably required to perfect such rights.

#### 5. **Inventions**

If I individually or jointly make or conceive of any invention, technique, process, or other know-how, whether patentable or not, in the course of performing services for Company, which relates in any manner to the actual or anticipated business of Company or results from any task assigned to me or work performed by me for Company (collectively, "Inventions"), I will and hereby do assign to Company my entire right, title and interest in such Inventions. I will disclose any such Inventions to an officer of Company and will, upon request, promptly sign a specific assignment of title to Company, and do anything else reasonably necessary to enable Company to secure patents, trade secret or any other proprietary rights in the United States or foreign countries. Any Inventions I have made or conceived before my employment with Company are listed and described on **Schedule A** attached hereto. These items are excluded from this Agreement.

#### 6. **Other Individual Projects**

I understand that I may continue to work on, and retain rights to, projects of my own interest outside of Company which do not in any way compete or conflict with the current or planned business of Company provided that (i) they do not fall under the paragraphs titled "Ownership of Works" or "Inventions" above; and (ii) they do not interfere in any way with my time at work or duties for Company. I understand that I am not permitted to engage in any outside business activities while employed by Company which compete with or conflict with the current or planned business of Company.

7. **Representations and Warranties**

I represent and warrant that (i) I am able to enter into this Agreement and that such ability is not limited or restricted by any agreements between me and any third party; (ii) I will not disclose to Company or its clients, or induce Company to use or disclose, any proprietary information belonging to others, except with the written permission of the owner of such information; and (iii) any information, materials or products I develop for, or any advice I provide to , Company will not rely or in any way be based upon confidential or proprietary information obtained by me from sources other than Company.

8. **Non-Solicitation of Employees**

While performing services for Company and for a period of one year after any termination of my employment with Company, I will not hire or attempt, either directly or indirectly to induce or attempt to influence any employee of Company to leave Company's employ.

9. **Non-Solicitation of Clients**

While performing services for Company and for a period of one year after any termination of my employment with Company, I will not solicit business from or perform work for any of Company's past or present clients, or any of Company's prospective clients to whom Company has made a written proposal within six (6) months prior to any termination of my employment with Company, either directly or indirectly, for the benefit of anyone other than Company or participate or assist in any way in the solicitation of business from or performance of work for any such clients, as an independent contractor or consultant to any other entity unless the business being solicited or the work being performed is not competitive with the services and products provided by Company to such clients. The business of the Company is international in scope and the restrictions of this paragraph shall accordingly apply worldwide.

10. **Severability**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable: and (a) this agreement shall be construed and enforced as if such illegal, invalid, or unenforceable

provision had never comprised a part hereof; and (b) the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision.

11. **Governing Law**

This Agreement will be governed by the laws of Commonwealth of Virginia as such laws are applied to contracts executed by Commonwealth of Virginia residents and without reference to conflict of law principles.

12. **Entire Agreement**

This document constitutes my entire agreement with Company with respect to its subject matter, superseding any prior negotiations and agreement, written or oral. This Agreement may not be changed in any respect except by a written agreement signed by both myself and an officer of Company.

Leonid Gibiansky

Print Name: Leonid Gibiansky

Date: 6/15/98

**RTH CORPORATION, INC.**

Barbara H Bull

Name: BARBARA H. BULL

Title: VP, FINANCIAL CONTROL ADMIN

Date: 2 OCT 98