## 502749051 04/01/2014

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 EPAS ID: PAT2795647 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
WHITFIELD DIFFIE	10/21/2013
ANATOLI BOLOTOV	12/05/2012
MIKHAIL GRINCHUK	12/05/2012
IVAN DANOV	07/01/2013
ANTON SABEV	07/01/2013

#### **RECEIVING PARTY DATA**

Name:	BIT ACTION INC.
Street Address:	477 S MONROE ST
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95128

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	13925796

#### **CORRESPONDENCE DATA**

**Fax Number:** (509)343-1630

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via

US Mail.

**Phone:** (509) 808-1481

**Email:** john@melinelegal.com

Correspondent Name: JOHN MELINE

Address Line 1: 709 E GARDEN AVE

Address Line 4: COEUR D"ALENE, IDAHO 83814

ATTORNEY DOCKET NUMBER: BA-0001-US

NAME OF SUBMITTER: JOHN CHANDLER MELINE

SIGNATURE: /JOHN CHANDLER MELINE/

DATE SIGNED: 04/01/2014

**Total Attachments: 12** 

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PATENT 502749051 REEL: 032576 FRAME: 0338

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#### ASSIGNMENT

WHEREAS, We,

Whitfield Diffie, residing at 288 Eleanor Drive, Woodside CA 94062, USA;

Anatoli Bolotov, residing at 4575 Shadowhurst Ct, San Jose, CA 95136, USA;

Mikhail I. Grinchuk, residing at 305 Elan Village Lane #318, San Jose, CA 95134, USA;

Ivan Danov, residing at j.k. Suhata Reka, bl. 30, vh. V, ap. 40, Sofia 1517, Bulgaria;

Anton Sabev, residing at 477 S Monroe St, San Jose, CA 95128, USA;

made certain new and useful inventions and improvements, which application has not yet been assigned a U.S. patent application serial number, and is preliminarily titled:

Symmetric NAT Traversal for Direct Communication in P2P Networks When Some of the Routing NATs are Symmetric;

AND WHEREAS, **BIT ACTION, INC.**, a corporation organized and existing under and by virtue of the law of the state of Delaware (US), and having an office and place of business at 477 S Monroe St, San Jose, CA 95128 (hereinafter "Assignee"), desires to acquires the entire right, title and interest in and to said inventions, improvements and application in and to the Letters Patent to be obtained therefrom:

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by this document do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted there from, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Attorney Docket No: BA-0002-US

Serial Number: US 13/925,796

Filing Date: 24 June 2013

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Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the above-referenced consideration, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore, we agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by us and that full right to convey the same as herein expressed is possessed by us.

IN TESTIMONY WHEREOF, we each have signed	d below on the date indicated.
Whitefuld Diffe	21 October 2013
Whitfield Diffie	Date
Anatoli Bolotov	Date
Mikhail I, Grinchuk	Date
lvan Danov	Date
Anton Sabev	Date

Attorney Docket No: BA-0002-US Serial Number: US 13/925,796 Filing Date: 24 June 2013

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# BIT ACTION ASSOCIATE NON DISCLOSURE AGREEMENT

In exchange for becoming an associate of Bit Action, Inc. or any of its subsidiaries, affiliates or successors (collectively, the "Bitaction"), I agree that:

- Prior Third Party Information. I represent that I do not posses, have not brought, and will not bring to Bitaction, nor use in the course of the performance of my duties at Bitaction, any proprietary or confidential information of any former or current employer or third party without their written authorization.
- 2. Confidential Information. At all times, both during and after my association with Bitaction, I will not use (except for the benefit and at the direction of the Bitaction) and will hold in confidence and not disclose (without written authorization from Bitaction, except to the extent I am authorized to do so in the course of my duties) any proprietary information or trade secret (technical, marketing, planning, financial, personnel, or otherwise) of Bitaction or any third party to which I gain access pursuant to my Bitaction associate activities, until such information becomes generally and rightfully known outside the Bitaction without non-disclosure restriction, or for the maximum period of time for maintaining trade secrets as permitted by law in the jurisdiction in which I am associated with Bitaction if such period is shorter. I agree not to make unauthorized copies of such confidential information and to return to the Bitaction immediately upon my association termination or request by Bitaction all tangible forms of such confidential information, including but not limited to drawings, computerized data or programs, specifications, documents, devices, models, employee lists, customer lists or phone books, or any other Bitaction confidential information. I will, at all times, treat third parties' confidential information, to which I have access during my association with Bitaction, as if it were Bitaction confidential information unless I have been advised of the need to treat that third parties' confidential information differently, in which event I agree to treat such third parties' confidential information in the manner to which I have been advised. I agree that any breach, violation, or evasion of this provision will result in immediate and irreparable injuries and harm to the Bitaction, and I agree that Bitaction, in seeking to enforce this Agreement, shall have recourse to the remedies or injunction and specific performance, or either of such remedies, as well as all other legal or equitable remedies to which Bitaction may be entitled.

Bit Action, Inc. Associate Non-Disclosure Agreement

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3. Ownership of Proprietary Developments, I acknowledge and agree to disclose to Bitaction, promptly and in confidence, all patents, trade secrets, copyrights, mask works, trademarks, inventions, discoveries, designs, formulae, processes, methods, manufacturing techniques, improvements, ideas, copyrightable works, and other intellectual property which I create, invent, or discover alone or with others during my association with Bitaction ("Proprietary Developments"). I agree that all Proprietary Developments (i) that were created at least in part not during my own time or (ii) that were created using Bitaction equipment, supplies. facilities, or trade secrets or (iii) that relate at the time of conception or reduction to practice to the invention or creation or discovery to Bitaction's business, or to actual or demonstrably anticipated research or development of Bitaction or (iv) that result from any work performed by me for Bitaction are, from the moment of their creation, invention or discovery, the sole property of Bitaction or Bitaction's designee ("Bitaction Proprietary Developments"). I acknowledge and agree that Bitaction or such other entity that Bitaction designates has and shall for all time have sole legal and equitable title to all Bitaction Proprietary Developments. Without additional compensation, I (a) agree promptly to disclose and (b) to the full extent allowed by law but only to the extent not already owned by Bitaction pursuant to this Agreement and applicable law, hereby assign to Bitaction (or any such entity as may be designated by Bitaction), all rights in the Bitaction Proprietary Developments. I further agree that, both during and after my association with Bitaction, I will provide all assistance reasonably requested by Bitaction at Bitaction's (or its designee's) reasonable expense, to secure and enforce its rights throughout the world with respect to the Bitaction Proprietary Developments. I agree to execute any and all documents (including assignment agreements) reasonably requested by Bitaction or its designee to memorialize the ownership of the Bitaction Proprietary Developments by Bitaction or its designee ("Ownership Documents"). To the extent that I fail or refuse to execute Ownership Documents, or cannot be relocated by Bitaction through the exercise of reasonable diligence, I hereby irrevocably appoint Bitaction or its designee as my attorney in fact to execute Ownership Documents in my name. I hereby waive any pre-emptive or other rights that I may have in all Bitaction Proprietary Developments and, to the extent that such waiver is ineffective under applicable law until such a Bitaction Proprietary Development is created, invented or discovered, I hereby agree to waive such pre-emptive or other rights immediately upon the creation, invention or discovery of such Bitaction Proprietary Development. Notwithstanding anything else in this agreement. I have been notified and further understand that Bitaction Proprietary Developments do not include inventions which I developed entirely on my own time without using Bitaction equipment, supplies, facilities, or trade secret information, except for

Bit Action, Inc. Associate Non-Disclosure Agreement

inventions which either: (i) relate at the time of conception or reduction to practice of the invention to the Bitaction's business, or actual or demonstrably anticipated research or development of the Bitaction or (ii) result from any work performed by me for the Bitaction.

4. Severability. The terms and conditions stated herein are severable. If any paragraph, provision, or clause in this Agreement is found or held to be invalid, unenforceable or void in any jurisdiction in which this Agreement is being performed, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and such provision as applied to other persons, places or circumstances shall remain in full force and effect.

5. Term. This Agreement: (a) survives my association with Bitaction, (b) inures to the benefit of successors and assigns of Bitaction, and (c) is binding upon my heirs, assigns, and legal representatives. To the best of my information and belief, I am not a party to any other agreements which will interfere with my full compliance with this Agreement, except as specifically identified herein. This agreement is effective as of the date of its execution and supersedes any prior Agreement signed by me with Bitaction.

This Agreement may not be modified or amended except in a writing signed by the parties.

7. I have carefully read all of the provisions of this Agreement and I understand and will fully and faithfully comply with such provisions.

1 100

Associa	te Sign	ature:
Associa	te Nan	e: <u>Avanu Bucy</u> v
	Date	: <u>12/5//2</u>
Bit Acti	on, Inc	
,see	1/24	
Name:		101 SABEL
Title:		
Date:		15/2012
		<b>8</b>

Bit Action, Inc. Associate Non-Disclosure Agreement

# BIT ACTION ASSOCIATE NON DISCLOSURE AGREEMENT

In exchange for becoming an associate of Bit Action, Inc. or any of its subsidiaries, affiliates or successors (collectively, the "Bitaction"), I agree that:

- 1. Prior Third Party Information. I represent that I do not posses, have not brought, and will not bring to Bitaction, nor use in the course of the performance of my duties at Bitaction, any proprietary or confidential information of any former or current employer or third party without their written authorization.
- Confidential Information. At all times, both during and after my association with Bitaction, I will not use (except for the benefit and at the direction of the Bitaction) and will hold in confidence and not disclose (without written authorization from Bitaction, except to the extent I am authorized to do so in the course of my duties) any proprietary information or trade secret (technical, marketing, planning, financial, personnel, or otherwise) of Bitaction or any third party to which I gain access pursuant to my Bitaction associate activities, until such information becomes generally and rightfully known outside the Bitaction without non-disclosure restriction, or for the maximum period of time for maintaining trade secrets as permitted by law in the jurisdiction in which I am associated with Bitaction if such period is shorter. I agree not to make unauthorized copies of such confidential information and to return to the Bitaction immediately upon my association termination or request by Bitaction all tangible forms of such confidential information, including but not limited to drawings, computerized data or programs, specifications, documents, devices, models, employee lists, customer lists or phone books, or any other Bitaction confidential information. I will, at all times, treat third parties' confidential information, to which I have access during my association with Bitaction, as if it were Bitaction confidential information unless I have been advised of the need to treat that third parties' confidential information differently, in which event I agree to treat such third parties' confidential information in the manner to which I have been advised. I agree that any breach, violation, or evasion of this provision will result in immediate and irreparable injuries and harm to the Bitaction, and I agree that Bitaction, in seeking to enforce this Agreement, shall have recourse to the remedies or injunction and specific performance, or either of such remedies, as well as all other legal or equitable remedies to which Bitaction may be entitled.

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**PATENT** REEL: 032576 FRAME: 0345 Ø.

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- 5. Term. This Agreement: (a) survives my association with Bitaction, (b) inures to the benefit of successors and assigns of Bitaction, and (c) is binding upon my heirs, assigns, and legal representatives. To the best of my information and belief, I am not a party to any other agreements which will interfere with my full compliance with this Agreement, except as specifically identified herein. This agreement is effective as of the date of its execution and supersedes any prior Agreement signed by me with Bitaction.
- This Agreement may not be modified or amended except in a writing signed by the parties.
- 7. I have carefully read all of the provisions of this Agreement and I understand and will fully and faithfully comply with such provisions.

Associate Signature:
Associate Name: MIKHAIC C, RINCHYK
Date: 216 5, 2012
Bit Action, Inc.
Alle Consumer and a second and a
Name: A/10/ SASEV
Title: CEO
Date: 12/5/2012

Bit Action, Inc. Associate Non-Disclosure Agreement

#### ASSIGNMENT

WHEREAS, We,

Whitfield Diffie, residing at 288 Eleanor Drive, Woodside CA 94062, USA;

Anatoli Bolotov, residing at 4575 Shadowhurst Ct, San Jose, CA 95136, USA;

Mikhail I. Grinchuk, residing at 305 Elan Village Lane #318, San Jose, CA 95134, USA;

Ivan Danov, residing at j.k. Suhata Reka, bl. 30, vh. V, ap. 40, Sofia 1517, Bulgaria;

Anton Sabev, residing at 477 \$ Monroe St, San Jose, CA 95128, USA;

made certain new and useful inventions and improvements, which application has not yet been assigned a U.S. patent application serial number, and is preliminarily titled:

Symmetric NAT Traversal for Direct Communication in P2P Networks When Some of the Routing NATs are Symmetric;

AND WHEREAS, **BIT ACTION, INC.**, a corporation organized and existing under and by virtue of the law of the state of Delaware (US), and having an office and place of business at 477 S Monroe St, San Jose, CA 95128 (hereinafter "Assignee"), desires to acquires the entire right, title and interest in and to said inventions, improvements and application in and to the Letters Patent to be obtained therefrom:

NOW, THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, we have sold, assigned, and transferred, and by this document do sell, assign and transfer unto said Assignee, its successors or assigns, the entire right, title and interest for all countries in and to all inventions and improvements disclosed in the aforesaid application, and in and to the said application, all divisions, continuations, continuations-in-part, or renewals thereof, all Letters Patent which may be granted there from, and all reissues or extensions of such patents, and in and to any and all applications which have been or shall be filed in any foreign countries for Letters Patent on the said inventions and improvements, including an assignment of all rights under the provisions of the International Convention, and all Letters Patent of foreign countries which may be granted there from; and we do hereby authorize and request the Commissioner of Patents and Trademarks to issue any and all United States Letters Patent for the aforesaid inventions and improvements to the said Attorney Docket No: BA-0002-US

Serial Number: US 13/925,796 Filing Date: 24 June 2013

Page 1 of 2

Assignee as the assignee of the entire right, title and interest in and to the same, for the use of the said Assignee, its successors and assigns.

AND, for the above-referenced consideration, we do hereby agree that we and our executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to us relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the said improvements, inventions, applications, Letters Patent, rights, titles, henefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

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IN TESTIMONY WHEREOF, we each have signed below on the date indicated.

***************************************	
Whitfield Diffie	Date
Anatoli Bolotov	Date
Mikhail I. Grinchuk	Date
J.C.	<u></u>
Ivan-Danov	Date
Anton Sabev	Date

Attorney Docket No: BA-0002-US Serial Number: US 13/925,796

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Page 2 of 2

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Date Whitfield Diffie Date Anatoli Bolotov Date Mikhail I. Grinchuk Date Ivan Danov 1-JUL-2013 Anton Sabev

Attorney Docket No: BA-0002-US Serial Number: US 13/925,796 Filing Date: 24 June 2013

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