

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2853788

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GAUTAM AGGARWAL	08/20/2001
JAY GABANY	10/20/2003
SUZETTE MESSA	01/12/2004
RECEIVING PARTY DATA	
Name:	TALARIS CORPORATION
Street Address:	1400 FASHION BLVD., SUITE 150
City:	SAN MATEO
State/Country:	CALIFORNIA
Postal Code:	94404
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11240741
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	suim@gtlaw.com
Correspondent Name:	GREENBERG TRAURIG LLP
Address Line 1:	77 WEST WACKER DRIVE SUITE 3100
Address Line 4:	CHICAGO, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	076840-202901/US
NAME OF SUBMITTER:	MENG SUI
SIGNATURE:	/Meng Sui/
DATE SIGNED:	05/13/2014
Total Attachments: 24	
source=076840-202901_AggarwalAOR#page1.tif	
source=076840-202901_AggarwalAOR#page2.tif	
source=076840-202901_AggarwalAOR#page3.tif	
source=076840-202901_AggarwalAOR#page4.tif	
source=076840-202901_AggarwalAOR#page5.tif	
source=076840-202901_AggarwalAOR#page6.tif	
PATENT	

source=076840-202901_AggarwalAOR#page7.tif
source=076840-202901_GabanyAOR#page1.tif
source=076840-202901_GabanyAOR#page2.tif
source=076840-202901_GabanyAOR#page3.tif
source=076840-202901_GabanyAOR#page4.tif
source=076840-202901_GabanyAOR#page5.tif
source=076840-202901_GabanyAOR#page6.tif
source=076840-202901_GabanyAOR#page7.tif
source=076840-202901_MessaAOR#page1.tif
source=076840-202901_MessaAOR#page2.tif
source=076840-202901_MessaAOR#page3.tif
source=076840-202901_MessaAOR#page4.tif
source=076840-202901_MessaAOR#page5.tif
source=076840-202901_MessaAOR#page6.tif
source=076840-202901_MessaAOR#page7.tif
source=076840-202901_MessaAOR#page8.tif
source=076840-202901_MessaAOR#page9.tif
source=076840-202901_MessaAOR#page10.tif



TALARIS

ASSIGNMENT OF RIGHTS, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Assignment of Rights and Confidentiality and Non-Disclosure Agreement is effective as of AUG 20 2001 between TALARIS ("TALARIS") and GAUTAM AGGARWAL ("Employee").

In consideration of the receipt of one (1) additional day of vacation leave and continued employment, Employee agrees as follows:

A. Covenant Not To Compete During Employment Term

1. While employed with TALARIS, Employee shall not, directly or indirectly, whether as partner, employee, creditor, shareholder, or otherwise, promote, participate, or engage in any activity or other business competitive with TALARIS' business.

B. Solicitation

1. While employed with TALARIS, and thereafter, Employee shall not disrupt, damage, impair or interfere with TALARIS by raiding its work staff, nor shall he or she directly or indirectly or by action in concert with others, induce or influence (or seek to induce or influence) any person who is engaged (as an employee, agent, independent contractor, or otherwise) by TALARIS to terminate his or her employment or engagement.

2. Employee recognizes that TALARIS' customer lists are Confidential Information, as defined below, and that the peculiar likes, fancies, and habits of individual customers, if known, would greatly aid a competitive entity in securing said customer accounts. Employee further recognizes that said customer lists have been built over a period of years, and the continuance of TALARIS' business depends on the ability to keep secret the names of said customers as such names pertain to Talaris' business. Employee agrees that, while employed with TALARIS and for one (1) year thereafter, Employee will not, directly or indirectly, or for any other person, firm, or corporation, divert or take away or attempt to divert or take away, call on, or solicit or attempt to call on TALARIS' customers for any products or services which compete, directly or indirectly, with the business of TALARIS. Notwithstanding the foregoing, Employee is entitled use such information for his or her personal gain so long as such use does not compete, indirectly or directly, with the business of TALARIS.

C. Confidentiality

1. Employee acknowledges and agrees that TALARIS has and will develop, compile and own certain proprietary and confidential information that has great value in its business ("Confidential Information"). Confidential Information includes all information of a technical or business nature, such as know-how, trade secrets, business plans, data, processes, techniques, customer information, inventions, discoveries, formulae, patterns, and devices which are not generally known to TALARIS' competitors and the public, and which has or could have commercial value to TALARIS' business. It includes not only information disclosed by TALARIS (or its customers, affiliates or vendors) to Employee during the course of his or her employment with TALARIS, but also information developed or learned by the Employee himself or herself during the course of his or her employment with TALARIS, such as inventions, and the following categories of information: source codes, object codes, software and software codes; information regarding TALARIS' technology, equipment, products, techniques, inventions, discoveries, improvements, research, test results, know-how, processes or formulas; information regarding TALARIS' customers, the relationship between TALARIS and said customers, prospective customers' and vendors' identities, characteristics, performance and agreements; information regarding TALARIS' affiliates', sub-affiliates' and employees' characteristics, performance and agreements; information regarding TALARIS' marketing, sales and business plans, strategies, efforts, costs, pricing, earnings,

contracts, employees, supplier information, and subcontractors. Employee acknowledges that such information is secret, valuable and owned by TALARIS, and that TALARIS has exercised substantial efforts to preserve the information's secrecy.

2. Employee recognizes that TALARIS' customers and customer lists are Confidential Information, as defined above, and that the peculiar likes, fancies, and habits of individual customers, if known, would greatly aid an entity in securing said customer accounts. Employee further recognizes that the identity of said customers and said customer lists have been built over a period of years, and the continuance of TALARIS' business depends on the ability to keep secret the names of said customers, and constitute TALARIS' trade secrets.

3. Employee agrees, while employed with TALARIS and thereafter, such Confidential Information, whether written, verbal or model form, shall not be disclosed to anyone outside the employment of TALARIS without TALARIS' written consent unless the Confidential Information has been made generally available to TALARIS' trade, and except as such disclosure or use may be required in connection with Employee's work as an employee of TALARIS.

4. Employee shall neither directly nor indirectly cause or permit the exploitation, copying or summarizing of any of the Confidential Information, except in the performance of Employee's duties for TALARIS or as otherwise directed by the company.

5. Upon termination of Employee's employment with TALARIS, either with or without cause or with or without notice, Employee shall immediately deliver or cause to be delivered to TALARIS, within 24 hours of termination, all of the Confidential Information in Employee's possession or control including, without limitation, originals and copies of books, catalogues, sales brochures, customer lists, prospect lists, price lists, employee manuals, operations manuals, records, sketches, reports, notebooks, proposals, correspondence, equipment, computer diskettes, photographs, negative, notes, drawings, specifications, or other electronic recordings or electronically stored data, and other documents reflecting or referencing the Confidential Information, as well as all other materials furnished to or acquired by Employee as a result of or during the course of Employee's employment by the Company. Employee recognizes that the unauthorized taking of any Confidential Information may be a crime under section 499c of the California Penal Code, and may also result in civil liability under section 3426.1 through 3426.11 of the California Civil Code.

D. Skills and Abilities of Employee

1. Employee represents and warrants that the knowledge, skills and abilities he or she currently possesses and/or possessed prior to employment with TALARIS are sufficient to permit him or her, in the event of the termination of his or her employment with TALARIS for any reason, to earn a livelihood satisfactory to himself without violating any provision of this Agreement, for example, by using such knowledge, skills and abilities, or some of them, in the service of a noncompetitor of the company.

E. Assignment of Inventions

1. Employee understands that as part of his or her Employment by TALARIS, he or she may be expected to make new contributions and inventions of value to the company.

2. Employee agrees that all Inventions, defined as discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, and technical data (whether or not patentable or registrable under patent, copyright or similar statutes and including all rights to obtain, register, perfect, and enforce those proprietary interests) that are related to or useful in TALARIS' present or future business or result from use of property owned, leased, or contracted for by the company, as well as anything that derives actual or potential economic value from not being generally known to the public or other persons who can obtain economic value from its disclosure or use, shall be the sole

property of TALARIS and its assigns, and TALARIS shall be the sole owner of all Rights to said Inventions, said Rights being defined as and including patents, trademarks, service marks and copyrights, and other rights pertaining to said Inventions or Confidential Information.

3. Employee herein assigns to TALARIS all Rights to said Inventions.

4. Employee herein agrees to assist TALARIS or any person designated by it in every proper way, but at the company's expense, to obtain and from time to time enforce the Rights, including registrations and applications for patents, copyrights, mask word rights, or other intellectual property rights, in any and all countries.

5. Employee herein agrees to execute all documents for use in applying for, registering, obtaining, and enforcing the Rights as TALARIS may desire, together with any assignments of the Rights to TALARIS or persons designated by it. Employee's obligation to assist TALARIS or any other person designated by it in obtaining and enforcing the Rights shall continue beyond the cessation of Employee's employment, but TALARIS shall compensate Employee at a reasonable rate after the cessation of employment for time actually spent by Employee at the company's request for such assistance. If TALARIS is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to apply or enforce any Rights, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee irrevocably designates and appoints TALARIS and its duly authorized officers as agents as Employee's agents and attorneys-in-fact to act for and in Employee's behalf and stead in the execution and filing of any such application and in furthering the application for and enforcement of Rights, with the same legal force and effect as if such acts were performed by Employee.

6. Employee acknowledges that all original works of authorship which are protectible by copyright, are "works for hire," as that term is defined in the United States Copyright Act.

7. Exception to Assignment of Inventions: Any provision in this Agreement requiring Employee to assign his or her rights in all Inventions shall not apply to an inventions that qualifies fully under the provisions of California Labor Code section 2870, the terms of which are set forth on Exhibit A to this Agreement. Employee shall bear the full burden of proving to TALARIS that an invention qualifies fully under section 2870. Despite the foregoing, Employee assigns to TALARIS (or as directed by it) any rights which he or she may have or acquire in any Invention, full title to which is required to be in the United States by a contract between TALARIS and the United States or any of its agencies.

8. Employee herein agrees to disclose promptly to TALARIS all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, and technical data, whether or not patentable or registrable under patent, copyright or similar statutes or reduced to practice, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others while employed with TALARIS, for the purpose of permitting TALARIS to determine whether they constitute Inventions. TALARIS shall receive such disclosures in confidence. To facilitate the complete and accurate disclosures described above, Employee shall maintain complete written records of all Inventions and all work, study, and investigation done by Employee while employed with TALARIS, which records shall be the company's property.

9. Employee has listed in Exhibit B all inventions or improvements relevant to the subject matter of Employment that have been made or conceived or first reduced to practice by Employee alone or jointly with others before Employment and that are excluded from the operation of this Agreement. This list includes all unpatented by potentially patentable ideas and inventions conceived prior to employment with TALARIS which have not been assigned to a former employer. Employee herein represents and warrants that such list is complete.

F. Exit Interview Upon Termination

1. Employee understands and agrees that he or she shall attend an exit interview upon termination of employment, and shall sign and deliver the "Termination Certificate" attached to this Agreement as Exhibit C; however, Employee's failure to sign the Termination Certificate shall not affect his or her obligations under this agreement.

G. Notification to New Employer

1. If Employee leaves the employ of TALARIS, Employee herein consents to TALARIS' notification to any new employer of Employee's rights and obligations under this Agreement.

H. Prior Employment

1. Employee herein represents that his or her performance of all the terms of this Agreement and as an employee of TALARIS does not and will not breach any agreement to keep in confident proprietary information acquired by Employee in confidence or trust prior to employment.

2. Employee has not brought and will not bring to TALARIS, or use in employment, any materials or documents of a former employer (which term, for purposes of this Agreement, shall include persons, firms, corporation, and other entities for which Employee has acted as an independent contractor or consultant) that are not generally available to the public, unless Employee first obtains express written authorization from any such former employer for their possession and use.

I. Remedies

1. Employee acknowledges and agrees that it is impossible to measure in money the damages which will accrue to TALARIS if Employee shall breach or be in default of any of Employee's covenants, agreements, representations or warranties set forth in this Agreement. Accordingly, if any action or proceeding is instituted by or on behalf of TALARIS to enforce any term of this Agreement, Employee hereby waives any claim or defense thereto that TALARIS has an adequate remedy at law or that the company has not been, or is not being, irreparably injured thereby. The rights and remedies of the company pursuant to this Paragraph are cumulative, in addition to, and shall not be deemed to exclude any other right or remedy which TALARIS may have pursuant to this Agreement or otherwise, at law or in equity, including, without limitation, the rights and remedies available to TALARIS under California's Uniform Trade Secrets Act, Unfair Practices Act, and Trademark Law.

2. Employee expressly agrees that TALARIS shall be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation.

J. Attorneys' Fees

1. If Employee breaches or defaults in the performance of any of the covenants, agreements, representations or warranties described in this Agreement, then in addition to any and all of the rights and remedies which TALARIS may have against Employee, Employee will be liable to and pay TALARIS its court costs, experts' fees, and attorneys' fees incurred in enforcing Employee's covenants, agreements, representations and warranties hereunder.

K. Construction

1. This Agreement shall be construed and enforced pursuant to the laws of the State of California.

2. If any provisions or clause of this Agreement is held to be invalid, unenforceable, or illegal by a court of competent jurisdiction, then such provision or clause shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified so as to

be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.

3. The headings and titles of the paragraphs of this Agreement are for convenience purposes only, and are not intended to define, limit or construe the contents of the various paragraphs.

4. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements of the parties, whether oral or written, including any prior letter agreement.

L. No Waiver

1. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver by TALARIS of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies, and only where said writing is executive by the Chief Executive Officer or President of TALARIS.

2. Employee agrees and understands that nothing in this agreement alters or modifies the at-will nature of Employee's relationship with TALARIS: in other words, employment may be terminated at any time, with or without cause, and with or without notice. Employee understands and acknowledges that his or her employment with TALARIS is for no specific term. TALARIS has and will continue to have the absolute and unconditional right to terminate the employment relationship for any reason, with or without cause or prior notice. Nothing in this Agreement shall obligate TALARIS to continue to retain Employee as an employee.

Date: AUG-20-2001

GAUTAM AGGARWAL
[Name of Employee]

Gautam Aggarwal
[Signature]

Typed Name: GAUTAM AGGARWAL

Address: 500 TOWER HILL AVE
SAN JOSE CA 95136

Date: 1/16/09

TALARIS
[Signature]
[Signature]

[Signature]
[Title: Chief Executive Officer or President]

EXHIBIT A

CALIFORNIA LABOR CODE SECTION 2870

Section 2870 of the California Labor Code provides as follows:

(a) Any provision in an employee agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT B

EXISTING INVENTIONS AND IMPROVEMENTS

The following is a complete list of all inventions or improvements relevant to the subject matter of employment by TALARIS that have been made or conceived of or first reduced to practice by me, GAUTAM N. AGARWAL alone or jointly with others, before employment by TALARIS:

— N. A. —



TALARIS

ASSIGNMENT OF RIGHTS, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Assignment of Rights, Confidentiality and Non-Disclosure Agreement is effective as of 10/20/03 between Talaris Corporation ("TALARIS") and Jay GaBany ("Employee").

In consideration of the receipt of one (1) additional day of vacation leave and continued employment, Employee agrees as follows:

A. Covenant Not To Compete During Employment Term

1. While employed with TALARIS, Employee shall not, directly or indirectly, whether as partner, employee, creditor, shareholder, or otherwise, promote, participate, or engage in any activity or other business competitive with TALARIS' business.

B. Solicitation

1. While employed with TALARIS, and for one (1) year thereafter, Employee shall not directly or indirectly or by action in concert with others, solicit, induce or influence (or seek to induce or influence) any person who is engaged (as an employee, agent, independent contractor, or otherwise) by TALARIS to terminate his or her employment or engagement with TALARIS.

2. Employee recognizes that TALARIS' customer lists are Confidential Information, as defined below, and that the peculiar likes, fancies, and habits of individual customers, if known, would greatly aid a competitive entity in securing said customer accounts. Employee further recognizes that said customer lists have been built over a period of years, and the continuance of TALARIS' business depends on the ability to keep secret the names of said customers as such names pertain to Talaris' business. Employee agrees that, while employed with TALARIS and for one (1) year thereafter, Employee will not, directly or indirectly, or for any other person, firm, or corporation, divert or take away or attempt to divert or take away, call on, or solicit TALARIS' customers for any products or services which compete, directly or indirectly, with the business of TALARIS. Notwithstanding the foregoing, Employee is entitled use such information for his or her personal gain so long as such use does not compete, indirectly or directly, with the business of TALARIS and does not violate the obligations of Confidentiality set forth below.

C. Confidentiality

1. Employee acknowledges and agrees that TALARIS has and will develop, compile and own certain proprietary and confidential information that has great value in its business ("Confidential Information"). Confidential Information includes all information of a technical or business nature, such as know-how, trade secrets, business plans, data, processes, techniques, customer information, inventions, discoveries, formulae, patterns, and devices which are not generally known to TALARIS' competitors and the public, and which has or could have commercial value to TALARIS' business. It includes not only information disclosed by TALARIS (or its customers, affiliates or vendors) to Employee during the course of his or her employment with TALARIS, but also information developed or learned by the Employee himself or herself during the course of his or her employment with TALARIS, such as inventions, and the following categories of information: source codes, object codes, software and software codes; information regarding TALARIS' technology, equipment, products, techniques, inventions, discoveries, improvements, research, test results, know-how, processes or formulas; information regarding TALARIS' customers, the relationship between TALARIS and said customers, prospective customers' and vendors' identities, characteristics, performance and agreements; information regarding TALARIS' affiliates', sub-affiliates' and employees' characteristics, performance and agreements; information regarding TALARIS' marketing, sales and business plans, strategies, efforts, costs, pricing, earnings, contracts, employees, supplier information, and subcontractors. Employee acknowledges that

such information is secret, valuable and owned by TALARIS, and that TALARIS has exercised substantial efforts to preserve the information's secrecy.

2. Employee recognizes that TALARIS' customers and customer lists are Confidential Information, as defined above, and that the peculiar likes, fancies, and habits of individual customers, if known, would greatly aid an entity in securing said customer accounts. Employee further recognizes that the identity of said customers and said customer lists have been built over a period of years, and the continuance of TALARIS' business depends on the ability to keep secret the names of said customers, and constitute TALARIS' trade secrets.

3. Employee agrees, while employed with TALARIS and thereafter, such Confidential Information, whether written, verbal or model form, shall not be disclosed to anyone outside the employment of TALARIS without TALARIS' written consent unless the Confidential Information has been made generally available to TALARIS' trade, and except as such disclosure or use may be required in connection with Employee's work as an employee of TALARIS.

4. Employee shall neither directly nor indirectly cause or permit the exploitation, copying or summarizing of any of the Confidential Information, except in the performance of Employee's duties for TALARIS or as otherwise directed by the company.

5. Upon termination of Employee's employment with TALARIS, either with or without cause or with or without notice, Employee shall immediately deliver or cause to be delivered to TALARIS, within 24 hours of termination, all of the Confidential Information in Employee's possession or control including, without limitation, originals and copies of books, catalogues, sales brochures, customer lists, prospect lists, price lists, employee manuals, operations manuals, records, sketches, reports, notebooks, proposals, correspondence, equipment, computer diskettes, photographs, negative, notes, drawings, specifications, or other electronic recordings or electronically stored data, and other documents reflecting or referencing the Confidential Information, as well as all other materials furnished to or acquired by Employee as a result of or during the course of Employee's employment by the Company. Employee recognizes that the unauthorized taking of any Confidential Information may be a crime under section 499c of the California Penal Code, and may also result in civil liability under section 3426.1 through 3426.11 of the California Civil Code.

D. Skills and Abilities of Employee

1. Employee represents and warrants that the knowledge, skills and abilities he or she currently possesses and/or possessed prior to employment with TALARIS are sufficient to permit him or her, in the event of the termination of his or her employment with TALARIS for any reason, to earn a livelihood satisfactory to him or herself without violating any provision of this Agreement, for example, by using such knowledge, skills and abilities, or some of them, in the service of a noncompetitor of TALARIS.

E. Assignment of Inventions

1. Employee understands that as part of his or her Employment by TALARIS, he or she may be expected to make new contributions and inventions of value to the company.

2. Employee agrees that all Inventions, defined as discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, works of authorship, mask works and technical data (whether or not patentable or registrable under patent, copyright or similar statutes and including all rights to obtain, register, perfect, and enforce those proprietary interests) that are related to or useful in TALARIS' present or future business or result from use of property owned, leased, or contracted for by the company, as well as anything that derives actual or potential economic value from not being generally known to the public or other persons who can obtain economic value from its disclosure or use, shall be the sole property of TALARIS and its assigns, and TALARIS shall be the sole

owner of all right, title and interest in and to all Rights to said Inventions, said Rights being defined as and including patent rights, trademarks, service marks copyrights, mask work rights and other rights throughout the world pertaining to said Inventions or Confidential Information.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby waive such Moral Rights and consent to any action consistent with the terms of this Agreement with respect to such Moral Rights. I will confirm any such waivers and consents from time to time as requested by TALARIS.

4. Employee herein assigns to TALARIS all Rights to said Inventions.

5. Employee herein agrees to assist TALARIS or any person designated by it in every proper way, but at the company's expense, to further evidence, record and perfect and from time to time maintain, enforce and defend the Rights, including registrations and applications for patents, copyrights, mask work rights, or other intellectual property rights, in any and all countries. Employee herein agrees to execute all documents for use in applying for, registering, obtaining, and enforcing the Rights as TALARIS may desire, together with any assignments of the Rights to TALARIS or persons designated by it. Employee's obligation to assist TALARIS or any other person designated by it in obtaining and enforcing the Rights shall continue beyond the cessation of Employee's employment, but TALARIS shall compensate Employee at a reasonable rate after the cessation of employment for time actually spent by Employee at the company's request for such assistance. If TALARIS is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to apply or enforce any Rights, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee irrevocably designates and appoints TALARIS and its duly authorized officers as agents as Employee's agents and attorneys-in-fact to act for and in Employee's behalf and stead in the execution and filing of any such application and in furthering the application for and enforcement of Rights, with the same legal force and effect as if such acts were performed by Employee.

6. Employee acknowledges that all original works of authorship which are protectible by copyright, are "works for hire," as that term is defined in the United States Copyright Act.

7. Exception to Assignment of Inventions: Any provision in this Agreement requiring Employee to assign his or her rights in all Inventions shall not apply to an inventions that qualifies fully under the provisions of California Labor Code section 2870, the terms of which are set forth on Exhibit A to this Agreement. Employee shall bear the full burden of proving to TALARIS that an invention qualifies fully under section 2870. Despite the foregoing, Employee assigns to TALARIS (or as directed by it) any rights which he or she may have or acquire in any Invention, full title to which is required to be in the United States by a contract between TALARIS and the United States or any of its agencies.

8. Employee herein agrees to disclose promptly to TALARIS all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, and technical data, whether or not patentable or registrable under patent, copyright or similar statutes or reduced to practice, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others while employed with TALARIS, for the purpose of permitting TALARIS to determine whether they constitute Inventions. TALARIS shall receive such disclosures in confidence. To facilitate the complete and accurate disclosures described above, Employee shall maintain complete written records of all Inventions and all work, study, and investigation done by Employee while employed with TALARIS, which records shall be the company's property.

9. Employee has listed in Exhibit B all inventions or improvements relevant to the subject matter of Employment that have been made or conceived or first reduced to practice by Employee alone or jointly with others before Employment and that are excluded from the operation of this Agreement. This list includes all unpatented but potentially patentable ideas and inventions

conceived prior to employment with TALARIS which have not been assigned to a former employer. Employee herein represents and warrants that such list is complete.

F. Exit Interview Upon Termination

Employee understands and agrees that he or she shall attend an exit interview upon termination of employment, and shall sign and deliver the "Termination Certificate" attached to this Agreement as Exhibit C; however, Employee's failure to sign the Termination Certificate shall not affect his or her obligations under this agreement.

G. Notification to New Employer

If Employee leaves the employ of TALARIS, Employee herein consents to TALARIS' notification to any new employer of Employee's rights and obligations under this Agreement. In furtherance of such, employee agrees to provide the name and address of any such new employer prior to leaving the employ of TALARIS.

H. Prior Employment

1. Employee herein represents that his or her performance of all the terms of this Agreement and as an employee of TALARIS does not and will not breach any agreement to keep in confident proprietary information acquired by Employee in confidence or trust prior to employment.

2. Employee has not brought and will not bring to TALARIS, or use in employment, any materials or documents of a former employer (which term, for purposes of this Agreement, shall include persons, firms, corporation, and other entities for which Employee has acted as an independent contractor or consultant) that are not generally available to the public, unless Employee first obtains express written authorization from any such former employer for their possession and use.

I. Remedies

1. Employee acknowledges and agrees that it is impossible to measure in money the damages which will accrue to TALARIS if Employee shall breach or be in default of any of Employee's covenants, agreements, representations or warranties set forth in this Agreement. Accordingly, if any action or proceeding is instituted by or on behalf of TALARIS to enforce any term of this Agreement, Employee hereby waives any claim or defense thereto that TALARIS has an adequate remedy at law or that the company has not been, or is not being, irreparably injured thereby. The rights and remedies of the company pursuant to this Paragraph are cumulative, in addition to, and shall not be deemed to exclude any other right or remedy which TALARIS may have pursuant to this Agreement or otherwise, at law or in equity, including, without limitation, the rights and remedies available to TALARIS under California's Uniform Trade Secrets Act, Unfair Practices Act, and Trademark Law.

2. Employee expressly agrees that TALARIS shall be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation.

J. Attorneys' Fees

1. If Employee breaches or defaults in the performance of any of the covenants, agreements, representations or warranties described in this Agreement, then in addition to any and all of the rights and remedies which TALARIS may have against Employee, Employee will be liable to and pay TALARIS its court costs, experts' fees, and attorneys' fees incurred in enforcing Employee's covenants, agreements, representations and warranties hereunder.

K. Construction

1. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
2. If any provisions or clause of this Agreement is held to be invalid, unenforceable, or illegal by a court of competent jurisdiction, then such provision or clause shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified so as to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.
3. The headings and titles of the paragraphs of this Agreement are for convenience purposes only, and are not intended to define, limit or construe the contents of the various paragraphs.
4. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements of the parties, whether oral or written, including any prior letter agreement.

L. No Waiver

1. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver by TALARIS of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies, and only where said writing is executive by the Chief Executive Officer or President of TALARIS.
2. Employee agrees and understands that nothing in this agreement alters or modifies the at-will nature of Employee's relationship with TALARIS: in other words, employment may be terminated at any time, with or without cause, and with or without notice. Employee understands and acknowledges that his or her employment with TALARIS is for no specific term. TALARIS has and will continue to have the absolute and unconditional right to terminate the employment relationship for any reason, with or without cause or prior notice. Nothing in this Agreement shall obligate TALARIS to continue to retain Employee as an employee.

Date: 10/20/09

Robert Jay Gabany
FULL NAME OF EMPLOYEE

[Signature]

Address: STREET

CITY,ST,ZIP

Date: _____

TALARIS

[Signature]

EXHIBIT A

CALIFORNIA LABOR CODE SECTION 2870

Section 2870 of the California Labor Code provides as follows:

(a) Any provision in an employee agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT B

EXISTING INVENTIONS AND IMPROVEMENTS

The following is a complete list of all inventions or improvements relevant to the subject matter of employment by TALARIS that have been made or conceived of or first reduced to practice by me, R. J. Garibay, alone or jointly with others, before employment by TALARIS:



TALARIS

ASSIGNMENT OF RIGHTS, CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Assignment of Rights, Confidentiality and Non-Disclosure Agreement is effective as of 1/12/04 between Talaris Corporation ("TALARIS") and Suzette Messa ("Employee").

In consideration of the receipt of one (1) additional day of vacation leave and continued employment, Employee agrees as follows:

A. Covenant Not To Compete During Employment Term

1. While employed with TALARIS, Employee shall not, directly or indirectly, whether as partner, employee, creditor, shareholder, or otherwise, promote, participate, or engage in any activity or other business competitive with TALARIS' business.

B. Solicitation

1. While employed with TALARIS, and for one (1) year thereafter, Employee shall not directly or indirectly or by action in concert with others, solicit, induce or influence (or seek to induce or influence) any person who is engaged (as an employee, agent, independent contractor, or otherwise) by TALARIS to terminate his or her employment or engagement with TALARIS.

2. Employee recognizes that TALARIS' customer lists are Confidential Information, as defined below, and that the peculiar likes, fancies, and habits of individual customers, if known, would greatly aid a competitive entity in securing said customer accounts. Employee further recognizes that said customer lists have been built over a period of years, and the continuance of TALARIS' business depends on the ability to keep secret the names of said customers as such names pertain to Talaris' business. Employee agrees that, while employed with TALARIS and for one (1) year thereafter, Employee will not, directly or indirectly, or for any other person, firm, or corporation, divert or take away or attempt to divert or take away, call on, or solicit TALARIS' customers for any products or services which compete, directly or indirectly, with the business of TALARIS. Notwithstanding the foregoing, Employee is entitled use such information for his or her personal gain so long as such use does not compete, indirectly or directly, with the business of TALARIS and does not violate the obligations of Confidentiality set forth below.

C. Confidentiality

1. Employee acknowledges and agrees that TALARIS has and will develop, compile and own certain proprietary and confidential information that has great value in its business ("Confidential Information"). Confidential Information includes all information of a technical or business nature, such as know-how, trade secrets, business plans, data, processes, techniques, customer information, inventions, discoveries, formulae, patterns, and devices which are not generally known to TALARIS' competitors and the public, and which has or could have commercial value to TALARIS' business. It includes not only information disclosed by TALARIS (or its customers, affiliates or vendors) to Employee during the course of his or her employment with TALARIS, but also information developed or learned by the Employee himself or herself during the course of his or her employment with TALARIS, such as inventions, and the following categories of information: source codes, object codes, software and software codes; information regarding TALARIS' technology, equipment, products, techniques, inventions, discoveries, improvements, research, test results, know-how, processes or formulas; information regarding TALARIS' customers, the relationship between TALARIS and said customers, prospective customers' and vendors' identities, characteristics, performance and agreements; information regarding TALARIS' affiliates', sub-affiliates' and employees' characteristics, performance and agreements; information regarding TALARIS' marketing, sales and business plans, strategies, efforts, costs, pricing, earnings, contracts, employees, supplier information, and subcontractors. Employee acknowledges that

such information is secret, valuable and owned by TALARIS, and that TALARIS has exercised substantial efforts to preserve the information's secrecy.

2. Employee recognizes that TALARIS' customers and customer lists are Confidential Information, as defined above, and that the peculiar likes, fancies, and habits of individual customers, if known, would greatly aid an entity in securing said customer accounts. Employee further recognizes that the identity of said customers and said customer lists have been built over a period of years, and the continuance of TALARIS' business depends on the ability to keep secret the names of said customers, and constitute TALARIS' trade secrets.

3. Employee agrees, while employed with TALARIS and thereafter, such Confidential Information, whether written, verbal or model form, shall not be disclosed to anyone outside the employment of TALARIS without TALARIS' written consent unless the Confidential Information has been made generally available to TALARIS' trade, and except as such disclosure or use may be required in connection with Employee's work as an employee of TALARIS.

4. Employee shall neither directly nor indirectly cause or permit the exploitation, copying or summarizing of any of the Confidential Information, except in the performance of Employee's duties for TALARIS or as otherwise directed by the company.

5. Upon termination of Employee's employment with TALARIS, either with or without cause or with or without notice, Employee shall immediately deliver or cause to be delivered to TALARIS, within 24 hours of termination, all of the Confidential Information in Employee's possession or control including, without limitation, originals and copies of books, catalogues, sales brochures, customer lists, prospect lists, price lists, employee manuals, operations manuals, records, sketches, reports, notebooks, proposals, correspondence, equipment, computer diskettes, photographs, negative, notes, drawings, specifications, or other electronic recordings or electronically stored data, and other documents reflecting or referencing the Confidential Information, as well as all other materials furnished to or acquired by Employee as a result of or during the course of Employee's employment by the Company. Employee recognizes that the unauthorized taking of any Confidential Information may be a crime under section 499c of the California Penal Code, and may also result in civil liability under section 3426.1 through 3426.11 of the California Civil Code.

D. Skills and Abilities of Employee

1. Employee represents and warrants that the knowledge, skills and abilities he or she currently possesses and/or possessed prior to employment with TALARIS are sufficient to permit him or her, in the event of the termination of his or her employment with TALARIS for any reason, to earn a livelihood satisfactory to him or herself without violating any provision of this Agreement, for example, by using such knowledge, skills and abilities, or some of them, in the service of a noncompetitor of TALARIS.

E. Assignment of Inventions

1. Employee understands that as part of his or her Employment by TALARIS, he or she may be expected to make new contributions and inventions of value to the company.

2. Employee agrees that all Inventions, defined as discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, works of authorship, mask works and technical data (whether or not patentable or registrable under patent, copyright or similar statutes and including all rights to obtain, register, perfect, and enforce those proprietary interests) that are related to or useful in TALARIS' present or future business or result from use of property owned, leased, or contracted for by the company, as well as anything that derives actual or potential economic value from not being generally known to the public or other persons who can obtain economic value from its disclosure or use, shall be the sole property of TALARIS and its assigns, and TALARIS shall be the sole

owner of all right, title and interest in and to all Rights to said Inventions, said Rights being defined as and including patent rights, trademarks, service marks copyrights, mask work rights and other rights throughout the world pertaining to said Inventions or Confidential Information.

3. To the extent allowed by law, paragraph 2 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby waive such Moral Rights and consent to any action consistent with the terms of this Agreement with respect to such Moral Rights. I will confirm any such waivers and consents from time to time as requested by TALARIS.

4. Employee herein assigns to TALARIS all Rights to said Inventions.

5. Employee herein agrees to assist TALARIS or any person designated by it in every proper way, but at the company's expense, to further evidence, record and perfect and from time to time maintain, enforce and defend the Rights, including registrations and applications for patents, copyrights, mask work rights, or other intellectual property rights, in any and all countries. Employee herein agrees to execute all documents for use in applying for, registering, obtaining, and enforcing the Rights as TALARIS may desire, together with any assignments of the Rights to TALARIS or persons designated by it. Employee's obligation to assist TALARIS or any other person designated by it in obtaining and enforcing the Rights shall continue beyond the cessation of Employee's employment, but TALARIS shall compensate Employee at a reasonable rate after the cessation of employment for time actually spent by Employee at the company's request for such assistance. If TALARIS is unable, after reasonable effort, to secure Employee's signature on any document or documents needed to apply or enforce any Rights, whether because of Employee's physical or mental incapacity or for any other reason whatsoever, Employee irrevocably designates and appoints TALARIS and its duly authorized officers as agents as Employee's agents and attorneys-in-fact to act for and in Employee's behalf and stead in the execution and filing of any such application and in furthering the application for and enforcement of Rights, with the same legal force and effect as if such acts were performed by Employee.

6. Employee acknowledges that all original works of authorship which are protectible by copyright, are "works for hire," as that term is defined in the United States Copyright Act.

7. Exception to Assignment of Inventions: Any provision in this Agreement requiring Employee to assign his or her rights in all Inventions shall not apply to an inventions that qualifies fully under the provisions of California Labor Code section 2870, the terms of which are set forth on Exhibit A to this Agreement. Employee shall bear the full burden of proving to TALARIS that an invention qualifies fully under section 2870. Despite the foregoing, Employee assigns to TALARIS (or as directed by it) any rights which he or she may have or acquire in any Invention, full title to which is required to be in the United States by a contract between TALARIS and the United States or any of its agencies.

8. Employee herein agrees to disclose promptly to TALARIS all discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, negative know-how, data, research, and technical data, whether or not patentable or registrable under patent, copyright or similar statutes or reduced to practice, made or conceived or reduced to practice or learned by Employee, either alone or jointly with others while employed with TALARIS, for the purpose of permitting TALARIS to determine whether they constitute Inventions. TALARIS shall receive such disclosures in confidence. To facilitate the complete and accurate disclosures described above, Employee shall maintain complete written records of all Inventions and all work, study, and investigation done by Employee while employed with TALARIS, which records shall be the company's property.

9. Employee has listed in Exhibit B all inventions or improvements relevant to the subject matter of Employment that have been made or conceived or first reduced to practice by Employee alone or jointly with others before Employment and that are excluded from the operation of this Agreement. This list includes all unpatented but potentially patentable ideas and inventions

conceived prior to employment with TALARIS which have not been assigned to a former employer. Employee herein represents and warrants that such list is complete.

F. Exit Interview Upon Termination

Employee understands and agrees that he or she shall attend an exit interview upon termination of employment, and shall sign and deliver the "Termination Certificate" attached to this Agreement as Exhibit C; however, Employee's failure to sign the Termination Certificate shall not affect his or her obligations under this agreement.

G. Notification to New Employer

If Employee leaves the employ of TALARIS, Employee herein consents to TALARIS' notification to any new employer of Employee's rights and obligations under this Agreement. In furtherance of such, employee agrees to provide the name and address of any such new employer prior to leaving the employ of TALARIS.

H. Prior Employment

1. Employee herein represents that his or her performance of all the terms of this Agreement and as an employee of TALARIS does not and will not breach any agreement to keep in confident proprietary information acquired by Employee in confidence or trust prior to employment.

2. Employee has not brought and will not bring to TALARIS, or use in employment, any materials or documents of a former employer (which term, for purposes of this Agreement, shall include persons, firms, corporation, and other entities for which Employee has acted as an independent contractor or consultant) that are not generally available to the public, unless Employee first obtains express written authorization from any such former employer for their possession and use.

I. Remedies

1. Employee acknowledges and agrees that it is impossible to measure in money the damages which will accrue to TALARIS if Employee shall breach or be in default of any of Employee's covenants, agreements, representations or warranties set forth in this Agreement. Accordingly, if any action or proceeding is instituted by or on behalf of TALARIS to enforce any term of this Agreement, Employee hereby waives any claim or defense thereto that TALARIS has an adequate remedy at law or that the company has not been, or is not being, irreparably injured thereby. The rights and remedies of the company pursuant to this Paragraph are cumulative, in addition to, and shall not be deemed to exclude any other right or remedy which TALARIS may have pursuant to this Agreement or otherwise, at law or in equity, including, without limitation, the rights and remedies available to TALARIS under California's Uniform Trade Secrets Act, Unfair Practices Act, and Trademark Law.

2. Employee expressly agrees that TALARIS shall be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation.

J. Attorneys' Fees

1. If Employee breaches or defaults in the performance of any of the covenants, agreements, representations or warranties described in this Agreement, then in addition to any and all of the rights and remedies which TALARIS may have against Employee, Employee will be liable to and pay TALARIS its court costs, experts' fees, and attorneys' fees incurred in enforcing Employee's covenants, agreements, representations and warranties hereunder.

K. Construction

1. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
2. If any provisions or clause of this Agreement is held to be invalid, unenforceable, or illegal by a court of competent jurisdiction, then such provision or clause shall be severed herefrom without affecting any other provision or clause of this Agreement, the balance of which shall remain in full force and effect; provided, however, that if such provision or clause may be modified so as to be valid as a matter of law, then the provision or clause shall be deemed to be modified so as to be enforceable to the maximum extent permitted by law.
3. The headings and titles of the paragraphs of this Agreement are for convenience purposes only, and are not intended to define, limit or construe the contents of the various paragraphs.
4. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements of the parties, whether oral or written, including any prior letter agreement.

L. No Waiver

1. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver by TALARIS of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies, and only where said writing is executive by the Chief Executive Officer or President of TALARIS.
2. Employee agrees and understands that nothing in this agreement alters or modifies the at-will nature of Employee's relationship with TALARIS: in other words, employment may be terminated at any time, with or without cause, and with or without notice. Employee understands and acknowledges that his or her employment with TALARIS is for no specific term. TALARIS has and will continue to have the absolute and unconditional right to terminate the employment relationship for any reason, with or without cause or prior notice. Nothing in this Agreement shall obligate TALARIS to continue to retain Employee as an employee.

Date: 1/12/04

Suzette Messa

Suzette Messa
[Signature]

Address: 420 Sycamore Avenue

Ben Lomond, CA 95005

Date: _____

TALARIS

[Signature]

[Title: Chief Executive Officer or Vice President]

EXHIBIT A

CALIFORNIA LABOR CODE SECTION 2870

Section 2870 of the California Labor Code provides as follows:

(a) Any provision in an employee agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

EXHIBIT B

EXISTING INVENTIONS AND IMPROVEMENTS

The following is a complete list of all inventions or improvements relevant to the subject matter of employment by TALARIS that have been made or conceived of or first reduced to practice by me, S, alone or jointly with others, before employment by TALARIS:

EXHIBIT C

TERMINATION CERTIFICATE

I, _____, certify as follows:

1. When I signed the attached Employee Agreement, I read and understood the terms of the Agreement. I have now reviewed the Agreement again as part of my exit interview and fully understand the terms of the Agreement and my continuing obligations under the Agreement.

2. I have fully complied with the terms of the Agreement, including (a) the disclosure and assignment to TALARIS of any Inventions (as defined in the Agreement) covered by that Agreement, and (b) the return of any documents and other tangible materials of any nature pertaining to my employment with TALARIS, including Confidential Information (as defined in the Agreement).

3. I acknowledge and agree to comply with my continuing obligations under the Agreement, including my obligation not to use for personal benefit or disclose to others any Confidential Information or trade secret.

4. I recognize that the unauthorized taking of any Confidential Information is a crime under section 499c of the California Penal Code, and that any unauthorized taking of the Confidential Information may also result in civil liability against me under California Civil Code section 3426.1 through 3426.11.

5. If requested by TALARIS, I agree to notify, or to allow TALARIS to notify, my new employer of (a) the general nature or subject matter of the Confidential Information (without actually disclosing such Confidential Information) to which I had access while employed by TALARIS, and (b) my continuing obligations under the Agreement to keep such Confidential Information in strictest confidence and not to disclose or use such Confidential Information without the prior express, written consent of the Chief Executive Officer or President of TALARIS.

Name and address of new employer: _____

6. I understand and acknowledge that should I fail to comply with my obligations under the Agreement, the Company shall have, in addition to the right to damages, the right to obtain an injunction against me, including without limitation an injunction prohibiting me from disclosing Confidential Information to a third party.

Dated: _____

Employee Name: _____
[Typed]

Signature: _____

Witnessed: _____
[Typed Name]

[Signature]

TALARIS

Employee Handbook and At Will Employee Status Acknowledgement

The undersigned employee hereby acknowledges that he/she has received and read a copy of the Talaris Employee Handbook.

The undersigned further understand and agrees that:

1. Talaris may implement additional information and policies from time to time.
2. The Employee Handbook is not an employment agreement or guarantee of employment.
3. The employee is an "at will" employee, which means either the employee or Talaris may terminate the employment relationship at any time, for any reason or no reason.
4. There have been no statements, agreements, promises, representations or understandings made by any officer, employee or agent of Talaris inconsistent with this Acknowledgement form.

Signature of Employee: Suzette Messa

Printed Name of Employee: SUZETTE MESSA

Date: 1/12/04

EXHIBIT C

TERMINATION CERTIFICATE

I, Suzette Messa, certify as follows:

1. When I signed the attached Employee Agreement, I read and understood the terms of the Agreement. I have now reviewed the Agreement again as part of my exit interview and fully understand the terms of the Agreement and my continuing obligations under the Agreement.
2. I have fully complied with the terms of the Agreement, including (a) the disclosure and assignment to REARDEN COMMERCE of any Inventions (as defined in the Agreement) covered by that Agreement, and (b) the return of any documents and other tangible materials of any nature pertaining to my employment with REARDEN COMMERCE, including Confidential Information (as defined in the Agreement).
3. I acknowledge and agree to comply with my continuing obligations under the Agreement, including my obligation not to use for personal benefit or disclose to others any Confidential Information or trade secret.
4. I recognize that the unauthorized taking of any Confidential Information is a crime under section 499c of the California Penal Code, and that any unauthorized taking of the Confidential Information may also result in civil liability against me under California Civil Code section 3426.1 through 3426.11.
5. If requested by REARDEN COMMERCE, I agree to notify, or to allow REARDEN COMMERCE to notify, my new employer of (a) the general nature or subject matter of the Confidential Information (without actually disclosing such Confidential Information) to which I had access while employed by REARDEN COMMERCE, and (b) my continuing obligations under the Agreement to keep such Confidential Information in strictest confidence and not to disclose or use such Confidential Information without the prior express, written consent of the Chief Executive Officer or President of REARDEN COMMERCE.
6. I understand and acknowledge that should I fail to comply with my obligations under the Agreement, the Company shall have, in addition to the right to damages, the right to obtain an injunction against me, including without limitation an injunction prohibiting me from disclosing Confidential Information to a third party.

Dated: 4/16/2008

Signature:


Suzette Messa

Witnessed by:


Name

Signature:

