

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3087258

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT CONTRACT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
BALA PRASAD ANKARLA	10/01/2007
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IKASYSTEMS CORPORATION
<b>Street Address:</b>	257 TURNPIKE ROAD
<b>City:</b>	SOUTHBORO
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	01772
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7996241
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	603-668-0300
<b>Email:</b>	ipadm@sheehan.com
<b>Correspondent Name:</b>	SHEEHAN PHINNEY BASS + GREEN PA
<b>Address Line 1:</b>	1000 ELM STREET 17TH FLOOR
<b>Address Line 2:</b>	PO BOX 3701
<b>Address Line 4:</b>	MANCHESTER, NEW HAMPSHIRE 03105
<b>ATTORNEY DOCKET NUMBER:</b>	43045-17580
<b>NAME OF SUBMITTER:</b>	KAREN A. MORIN
<b>SIGNATURE:</b>	/Karen A. Morin/
<b>DATE SIGNED:</b>	10/30/2014
<b>Total Attachments: 6</b>	
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PATENT

**EMPLOYMENT, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT**

AGREEMENT made as of this 1st day of October, 2007, by and between IkaSystems with a principal place of business at 257 Turnpike Road, Southboro, Massachusetts 01772, and Mr. Bala Prasad Ankarla, residing at 135 East Main Street, Parkvillage Apts, Apt #F-1 Westboro, MA 01581 ("Employee") and is contingent on the employee obtaining a approved work permit

WHEREAS, IkaSystems desires to employ Employee, and Employee desires to be employed by IkaSystems in connection with certain aspects of the development or marketing of certain computer systems or other products or services for IkaSystems; and

WHEREAS, in connection with such employment, Employee may be given access to, generate, or otherwise come into contact with certain proprietary and/or confidential information of IkaSystems or clients of IkaSystems; and

WHEREAS, Employee and IkaSystems desire to prevent the dissemination or misuse of such information;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**1. Employment & Compensation**

A. IkaSystems hereby employs or continues to employ Employee and Employee hereby accepts employment upon the terms and conditions contained herein and at a compensation as shall be agreed upon from time to time by IkaSystems and Employee. This Agreement shall commence on the date hereof and shall remain in effect for an indefinite time until terminated by either party by giving the other party notice of termination at least fifteen (15) days in advance. While employed by IkaSystems, Employee shall devote his or her full working time to IkaSystems's affairs and shall faithfully and diligently serve IkaSystems's interests.

B. For the services rendered by the Employee to IkaSystems, IkaSystems shall pay the Employee a salary at the rate of ██████████ per year. Salary will be paid once a month before the 2<sup>nd</sup> of the month.

C. Vacation and Holidays: Employee is entitled to ten (10) days of paid vacation per calendar year which Employee earns at the rate of 6.67 hours for each month of work Employee puts in. At any point of time, Employee could use only the earned leave until such point



D. Sick Days: Employee is entitled to two (2) sick days per calendar year. Sick days cannot be encashed or used as vacation.

E. Resignation/Termination: If Employee decides to resign from the services of IkaSystems, Employee agrees to give 15 days written notice.

## 2. Term

This Agreement shall commence on the date hereof, and shall remain in effect for an indefinite time until terminated by either party, giving the other party notice of termination at least fifteen (15) days prior to the effective date of termination, or by IkaSystems upon ten (10) days prior notice if the Employee has failed to perform any of his duties or obligations hereunder. The date of mailing of the notice shall constitute commencement of the notice period.

## 3. Duties and Extent of Services

The Employee is engaged as a Systems Analyst at IkaSystems. The precise services of the Employee may change, from time to time, at the direction of IkaSystems. The Employee shall devote the Employee's entire working time, attention and energies to the business of IkaSystems or IkaSystems's clients, and shall assume and perform such further reasonable responsibilities and duties as may be assigned to him from time to time by IkaSystems.

## 4. Non-Disclosure of Confidential Information

A. The Employee agrees, during the term of employment and forever thereafter, to keep confidential all information provided by IkaSystems, excepting only such information as is already known to the public, and including any such information and material relating to any customer, vendor, licensor, licensee, or other party transacting business with IkaSystems, and not to release, use or disclose the same except with the prior written permission of IkaSystems.

B. The Employee recognizes and acknowledges that the list of IkaSystems's customers, as it may exist from time to time, is a valuable, confidential, special, and unique asset of IkaSystems's business. The Employee will not, during or after the term of his employment, disclose the list of IkaSystems's customers or any part thereof to any person, firm, corporation, association or other entity for any reason or purpose whatever.

C. The Employee further agrees to consider all specific software, algorithms, computer processing systems and techniques with which the Employee becomes familiar as an Employee of IkaSystems to be confidential and the exclusive property of IkaSystems which will not be converted or disclosed to anyone for any purpose whatsoever. All records, files, memoranda, reports, price lists, customer lists, drawings, plans, sketches, documents, equipment, and the like, relating to the business of IkaSystems, which the Employee shall use or prepare or come into contact with, shall remain the sole property of IkaSystems.

## 5. Possession

A. Employee agrees that upon request by IkaSystems, and in any event upon termination of employment, Employee shall turn over to IkaSystems all documents, papers or other material in his possession or under his control which may contain or be derived from Confidential Information, together with all documents, notes or other work product which is connected with or derived from Employee's services to IkaSystems whether or not such material is at the date hereof in Employee's possession.

B. Employee agrees that the Employee shall have no proprietary interest in any work product developed or used by Employee and arising out of his employment by IkaSystems. IkaSystems shall, from time to time as may be requested by IkaSystems, do all things which may be necessary to establish or document IkaSystems's ownership of any such work product, including, but not limited to execution of appropriate copyright applications or assignments.

C. Computer Programs Are Works Made for Hire: Employee understands that as part of Employee's job duties Employee may be asked to create, or contribute to the creation of, computer programs, documentation and other copyrightable works. Employee agrees that any and all computer programs, documentation and other copyrightable materials that Employee is asked to prepare or work on as part of employment with IkaSystems shall be "works made for hire" and that the Company shall own all the copyright rights in such works. **IF AND TO THE EXTENT ANY SUCH MATERIAL DOES NOT SATISFY THE LEGAL REQUIREMENTS TO CONSTITUTE A WORK MADE FOR HIRE, EMPLOYEE HEREBY ASSIGNS ALL COPYRIGHT OR OTHER RIGHTS IN THE WORK TO IKASYSTEMS.**

D. Disclosure of Developments: While Employee is employed by IkaSystems, Employee will promptly inform IkaSystems of the full details of all inventions, discoveries, improvements, innovations and ideas (collectively called "Developments")--whether or not patentable, copyrightable or otherwise protectible--that Employee conceives, completes or reduces to practice (whether jointly or with others) and which:

- (i) relate to IkaSystems's (or IkaSystems's Clients) present or prospective business, or actual or demonstrably anticipated research and development; or
- (ii) result from any work of Employee using any equipment, facilities, materials, trade secrets or personnel of IkaSystems; or
- (iii) result from or are suggested by any work that I may do for IkaSystems.

E. Assignment of Developments: I hereby assign to IkaSystems or the Company's designee, my entire right, title and interest in all of the following, that I conceive or make (whether alone or with others) while employed by the Company:

- (i) all Developments;
- (ii) all copyrights, trade secrets, trademarks and mask work rights in Developments; and
- (iii) all patent applications filed and patents granted on any Developments, including those in foreign countries.

F. Post-Employment Assignment: I will disclose to IkaSystems any and all computer programs, inventions, improvements or discoveries actually made, or copyright registration or

patent applications filed, within twelve (12) months after my employment with IkaSystems ends. I hereby assign to the Company my entire right, title and interest in such programs, inventions, improvements and discoveries, whether made individually or jointly, which relate to the subject matter of my employment with the Company during the twelve (12) month period immediately preceding the termination of my employment.

#### 6. Non-Competition

A. IkaSystems's Business: Employee agrees and covenants that because of the confidential and sensitive nature of the Confidential Information and because the use of, or even the appearance of the use of, the Confidential Information in certain circumstances may cause irreparable damage to IkaSystems and its reputation, or to clients of IkaSystems, Employee shall not, until the expiration of two years after the termination of the employment relationship between IkaSystems and Employee, engage, directly or indirectly, or through any corporations or associates, in any business, enterprise or employment which is directly competitive with IkaSystems.

B. IkaSystems's Clients: If Employee's employment with IkaSystems terminates for any reason, the Employee shall not, for a period of two (2) years from the date of termination, have any business dealings whatsoever, either directly or indirectly or through corporate entities or associates with any customer or client of IkaSystems or its subsidiaries or any person or firm which has contacted or been contacted by IkaSystems as a potential customer or client of IkaSystems including clients of placement firms in the chain of technical consulting placement.

C. Noninterference with Company Employees: While employed by IkaSystems and for two (2) years afterwards, Employee will not:

- (i) induce, or attempt to induce, any IkaSystems employee to quit the Company's employ,
- (ii) recruit or hire away any IkaSystems employee, or
- (iii) hire or engage any IkaSystems employee or former employee whose employment with the Company ended less than one year before the date of such hiring or engagement.

#### 7. Saving Provision

IkaSystems and Employee agree and stipulate that the agreements and covenants not to compete contained in the preceding paragraph are fair and reasonable in light of all of the facts and circumstances of the relationship between Employee and IkaSystems; however, Employee and IkaSystems are aware that in certain circumstances courts have refused to enforce certain agreements not to compete. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph IkaSystems and Employee agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict Employee's competition with IkaSystems to the maximum extent, in both time and geography, which the court shall find enforceable; however, in no event shall the provisions of the preceding paragraph be deemed to be more restrictive to Employee than those contained therein.

### 8. Injunctive Relief

The Employee acknowledges that disclosure of any Confidential Information or breach of any of the non-competitive covenants or agreements contained herein will give rise to irreparable injury to IkaSystems or clients of IkaSystems, inadequately compensable in damages. Accordingly, IkaSystems or, where appropriate, a client of IkaSystems, may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available. The Employee further acknowledges and agrees that in the event of the termination of employment with IkaSystems, the Employee's experience and capabilities are such that the Employee can obtain employment in business activities which are of a different or non-competing nature with his or her activities as an employee of IkaSystems; and that the enforcement of a remedy hereunder by way of injunction shall not prevent the Employee from earning a reasonable livelihood. The Employee further acknowledges and agrees that the covenants contained herein are necessary for the protection of the Company's legitimate business interests and are reasonable in scope and content.

### 9. Enforceable

The provisions of this Agreement shall be enforceable notwithstanding the existence of any claim or cause of action of Employee against IkaSystems whether predicated on this Agreement or otherwise.

### 10. Governing Law

**THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS WITHOUT APPLICATION OF THAT STATE'S CHOICE OF LAWS RULES. THE VENUE AND JURISDICTION FOR ANY ACTIONS HEREUNDER SHALL BE THE COURTS (STATE OR FEDERAL) IN THE COMMONWEALTH OF MASSACHUSETTS.**

### 11. General

This Agreement contains the entire agreement of the parties relating to the subject matter hereof. This Agreement may be modified only by an instrument in writing signed by both parties hereto. Any notice to be given under this Agreement shall be sufficient if it is in writing and is sent by certified or registered mail to Employee at his residential address as the same appears on the books and records of IkaSystems or to IkaSystems at its principal office, attention of the President, or otherwise as directed by IkaSystems, from time to time. The provisions of this Agreement

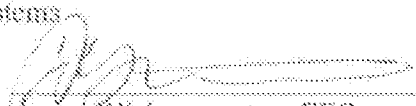
relating to confidentiality or non-competition shall survive the termination of employment, however caused.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first above written.

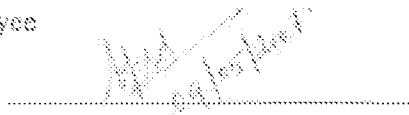
IkaSystems

Employee

By:

  
Aruni Wickremeratne, CFO

By:

  
09/10/2014

I accept Health Insurance/I decline Health Insurance from IkaSystems and I also understand that insurance coverage will begin at the beginning of the following month of employment:

(Employee Signature)