

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3310218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CONFIDENTIALITY AND IP RIGHTS AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MICHAEL DIBELLA	09/22/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	GTX CORP
<b>Street Address:</b>	117 W. 9TH STREET, SUITE 1214
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90015
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	8154401
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(269)279-8830
<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>	(269) 279-8820
<b>Email:</b>	patentlawyer@frontier.com
<b>Correspondent Name:</b>	LARRY E. HENNEMAN, JR.
<b>Address Line 1:</b>	70 N. MAIN ST.
<b>Address Line 4:</b>	THREE RIVERS, MICHIGAN 49093
<b>ATTORNEY DOCKET NUMBER:</b>	0082-017P1
<b>NAME OF SUBMITTER:</b>	LARRY E. HENNEMAN, JR.
<b>SIGNATURE:</b>	/Larry E. Henneman, Jr./
<b>DATE SIGNED:</b>	04/14/2015
<b>Total Attachments: 2</b>	
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## CONFIDENTIALITY AND IP RIGHTS AGREEMENT

GTXC Corporation ("GTXC") and MICHAEL DiBELLA ("Contractor") have entered, or desire to enter, into a contract pursuant to which Contractor will be engaged by GTXC ("Engagement") to provide certain contract services ("Services") in relation to GTXC's GPS-based products and technologies ("GTXC Technology").

### CONFIDENTIAL INFORMATION

Prior to and during the Engagement, GTXC may provide to Contractor information regarding the GTXC Technology ("Confidential Information").

In order to safeguard the confidentiality of the Confidential Information, in return for disclosure of such information to Contractor, Contractor agrees that:

- (i) Contractor shall receive and hold the Confidential Information confidential;
- (ii) Contractor shall treat the Confidential Information as trade secret information;
- (iii) Contractor shall not disclose or disseminate the Confidential Information to anyone without the prior express written permission of GTXC; and
- (iv) Contractor shall employ appropriate safeguards and use its best efforts to prevent unauthorized disclosure of the Confidential Information.

Contractor also agrees: (1) not to use any Confidential Information in any manner or in any form, whether or not adverse to GTXC, except as permitted herein; and (2) to use the Confidential Information solely for the purpose of providing the Services.

The obligations of confidentiality provided for above shall not apply to:

- (i) information that Contractor, prior to any disclosure of the information to any third party, documents in writing to GTXC was in the public domain at the time of communication thereof by GTXC to Contractor;
- (ii) information that Contractor, prior to any disclosure of the information to any third party, documents in writing to GTXC had entered the public domain through no fault of Contractor subsequent to the communication thereof by GTXC to Contractor; or
- (iii) information that Contractor, prior to any disclosure of the information to any third party, documents in writing to GTXC was rightfully in the possession of Contractor at the time of the disclosure by GTXC.

GTXC's Confidential Information shall not be copied or duplicated by Contractor without the prior written permission of GTXC, and all documents disclosed to Contractor over the course of the Engagement, including copies, shall be immediately returned GTXC upon its request.

### INTELLECTUAL PROPERTY RIGHTS

All intellectual property produced or developed by GTXC or Contractor in connection with or related to the GTXC Technology, jointly or individually, during the term of the Engagement shall be owned exclusively by GTXC, and Contractor hereby assigns any interest Contractor may have or acquire in such intellectual property, by operation of law or otherwise, to GTXC. Contractor's performance of the Services and the obligations contemplated under this Agreement will not convey to Contractor any rights or license, express or implied, by estoppel or otherwise, under any intellectual property right owned by GTXC prior or subsequent to the date of this Agreement.

Contractor will, upon written direction from GTXC, execute any and all papers and documents prepared or submitted by GTXC as may be reasonably required to transfer or secure to GTXC full title and authority over any intellectual property rights granted to GTXC in the preceding paragraph. Contractor will be compensated by GTXC for any time and expense incurred in this obligation at the then current billing rates of those of its employees necessary for these purposes.

The parties agree that injunctive relief is the appropriate remedy for any breach of this Agreement. The prevailing party in any action to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees incurred in such action.

GTX Corporation.

Contractor

By: PATRICK BERTONA

By: MICHAEL DIBELLA

Title: CEO

Title: CONTRACTOR

Date: 4/2/06

Date: MEDIA

