503271910 04/20/2015

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3318528

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
FREDERICK M. ESPIAU	11/11/2005

RECEIVING PARTY DATA

Name:	TOPANGA TECHNOLOGIES, INC.
Street Address:	21212 VANOWEN STREET
City:	CANOGA PARK
State/Country:	CALIFORNIA
Postal Code:	91303

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	13244037

CORRESPONDENCE DATA

Fax Number: (650)326-2422

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.

Phone: 650-326-2400

Email: ymock@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1: TWO EMBARCADERO CENTER, EIGHTH FLOOR

Address Line 4: SAN FRANCISCO, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	91973-005900US-820510
NAME OF SUBMITTER:	YVONNE MOCK
SIGNATURE:	/Yvonne Mock/
DATE SIGNED:	04/20/2015

Total Attachments: 3

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PATENT 503271910 REEL: 035452 FRAME: 0646

Confidentiality and

Invention Assignment Agreement

I hereby acknowledge and agree as follows with Topanga Technologies, Inc. (the "Company") in connection with my employment or the continuance of my employment (as the case may be) with the Company.

- 1. No Term of Employment. I acknowledge and agree that my employment with the Company is not for any fixed term, and that my employment will continue only at the will of both the Company and me. I agree that this means my employment may be terminated at any time for any reason or for no reason, either with or without cause, either by me or the Company.
- 2. No Conflicts with Prior Employment. I represent that my employment with the Company will not conflict with any obligations I have to former employers or any other persons. I specifically represent that I have not brought to the Company (and will not bring to the Company) any materials or documents of a former employer or other person, or any confidential information or property of a former employer or other person.
- determining its rights to any discoveries and inventions in connection with my engagement, I have listed (at the end of this Agreement) all inventions, copyrighted material, patents and patent applications which I own or have any interest in which were conceived of, or first reduced to practice, prior to the date hereof, all of which are excluded from the provisions of Section 5 of this Agreement ("Prior Inventions"). If nothing is listed below, I agree that the Company may conclusively assume that I am not retaining any Prior Inventions outside of the Company. I will not use any Prior Inventions in the course of my engagement with the Company.
- Confidential Information. I understand that as part of my employment with the Company I am expected to make new contributions of value to the Company. I also acknowledge that, during my employment, I will learn information relating to the Company, its business and products, that has commercial value to the Company and which the Company desires to keep confidential. This confidential information will include such things as trade secrets, techniques, processes, know-how, technical specifications, discoveries, inventions, marketing information, business strategies, information regarding customers and suppliers, and any other information (not necessarily in writing) that may be useful to the Company, and that is not generally available to the public (all of this information is referred to in this Agreement as "Confidential Information"). I agree that all Confidential Information will be the sole property of the Company and I agree that I will not disclose any Confidential Information to any other person (except solely in performing my duties as an employee of the Company), and that I will otherwise keep all Confidential Information in strictest confidence and not use it for any purpose adverse to the Company. Also, I will comply with the terms of agreements entered into by the Company from time to time relating to the protection of the proprietary information of other parties.
- 5. <u>Inventions During Employment</u>. I agree that all discoveries and inventions relating in any manner to the business or the future business of the Company and conceived,

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reduced to practice, authored or made by me (either alone or with others) during my employment with the Company, will constitute "work made for hire" and will be the sole property of the Company. I will promptly disclose these discoveries and inventions to the Company in writing, and I will not disclose these discoveries and inventions to any other persons other than in the performance of my duties as an employee of the Company. I hereby assign to the Company all my right to such discoveries and inventions, and I will sign such additional documents as the Company from time to time considers advisable in order to complete this assignment and to apply for patent, copyright or other protection in the name of the Company. I agree that, for purposes of this Agreement, the term "discoveries and inventions" shall have the broadest meanings, including new products, machines, methods, processes, software programs, improvements, compositions of matter, and designs or configurations.

I understand that the Company is hereby advising me that any provision in this Agreement requiring me to assign my rights in any invention does not apply to an invention that qualifies fully under the provisions of Section 2870 of the California Labor Code. That section provides that the requirement to assign inventions "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." BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT THIS PARAGRAPH SHALL CONSTITUTE WRITTEN NOTICE OF THOSE PROVISIONS OF SECTION 2870.

- 6. <u>Certain Further Agreements</u>. I agree that, since my employment with the Company involves a relationship of confidence and trust, during my employment I will not engage in any other employment or business activities which are competitive with or otherwise conflict with the interests of the Company, and I will not plan or organize any such competing business activity.
- 7. Certain Obligations Upon Termination of Employment. In the event of the termination of my employment by me or by the Company for any reason, I will promptly deliver to the Company all documents, data and other materials of any nature or media pertaining to my work with the Company that contain any Confidential Information or any discoveries and inventions, I will not take with me nor use any such documents or materials (or any copies of them), and I will continue to keep all Confidential Information in strictest confidence as required by paragraph 4, above, for a period of three years following the termination of my employment. I also agree that, in recognition of my position of confidence and trust with the Company during my employment, for a period of one year following such termination I will not solicit any of the Company's employees to work for a competitive company.
- 8. <u>Specific Performance</u>. I agree that the Company shall be entitled, in addition to such other remedies and damages as may be available to it by law or under this Agreement, to injunctive relief to enforce the provisions of this Agreement.

and me regarding the above matter	This Agreement is the entire agreement between the Company s, and I represent that I am not relying upon any contrary een me and the Company with regard to these matters.
Dated: No y //	<u>, 2&</u>
	TOPANGA TECHNOLOGIES, INC. By: Cleha College Its: Resident & CEO
	EMPLOYEE
	Frederick M. Espiau (printed name of employee)
	(signature of employee)