

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3322106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INDEPENDENT CONTRACTOR AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
DARIN DEFOREST			08/01/2009
RECEIVING PARTY DATA			
Name:	EUCLID DISCOVERIES, LLC		
Street Address:	30 MONUMENT SQUARE		
Internal Address:	SUITE 212		
City:	CONCORD		
State/Country:	MASSACHUSETTS		
Postal Code:	01742		
PROPERTY NUMBERS Total: 5			
Property Type	Number		
Application Number:	61707650		
Application Number:	13797644		
Application Number:	14527477		
Patent Number:	8902971		
Application Number:	13725940		
CORRESPONDENCE DATA			
Fax Number:	(978)341-0136		
<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>			
Phone:	9783410036		
Email:	rhonda.scherer@hbsr.com		
Correspondent Name:	MARY LOU WAKIMURA		
Address Line 1:	HAMILTON, BROOK, SMITH & REYNOLDS, P.C.		
Address Line 2:	530 VIRGINIA ROAD, P.O. BOX 9133		
Address Line 4:	CONCORD, MASSACHUSETTS 01742-9133		
ATTORNEY DOCKET NUMBER:	4060.0000-000		
NAME OF SUBMITTER:	RHONDA M. SCHERER		
SIGNATURE:	/Rhonda M. Scherer/		
DATE SIGNED:	04/22/2015		

Total Attachments: 14

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EUCLID DISCOVERIES, LLC

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into as of the 1 day of August, 2009, by and among Darin DeForest, an individual, or said individual acting on behalf of him/herself and a business entity, Omegasoft Corp., (said individual and any above-listed business entity, collectively: "**Contractor**") and Euclid Discoveries, LLC, a Delaware limited liability company ("**Company**").

Company is engaged in the development of proprietary computer software, hardware and data compression algorithms. This work is highly technical, complex and confidential. Contractor is skilled in such developmental work. Company desires to retain Contractor to assist in the development of Company's proprietary work.

In consideration of the mutual promises set forth below, and Contractor's execution of the Confidentiality Agreement attached hereto as Exhibit A, and in consideration of the compensation paid to Contractor in connection with services rendered to Company, Contractor and Company agree as follows:

REDACTED

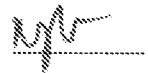
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EUCLID DISCOVERIES, LLC

INDEPENDENT CONTRACTOR AGREEMENT

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6 Confidentiality; Inventions; Ownership of Work. Simultaneously with the execution of this Agreement, Contractor will enter into that certain Proprietary Information and Inventions




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EUCLID DISCOVERIES, LLC

INDEPENDENT CONTRACTOR AGREEMENT

Agreement attached hereto as Exhibit A (the "**Confidentiality Agreement**"). Contractor acknowledges that Company would not enter into this Agreement but for Contractor agreeing to execute the Confidentiality Agreement.

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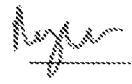



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INDEPENDENT CONTRACTOR AGREEMENT

REDACTED





INDEPENDENT CONTRACTOR AGREEMENT

REDACTED

EUCLID DISCOVERIES, LLC

REDACTED

X

(Your signature on behalf of yourself and any business entity)

EUCLID DISCOVERIES, LLC

INDEPENDENT CONTRACTOR AGREEMENT

EXHIBIT A

Proprietary Information and Invention Agreement



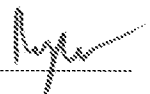



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INDEPENDENT CONTRACTOR AGREEMENT

EXHIBIT B

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EUCLID DISCOVERIES, LLC

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of all amounts to be paid to Darin DeForest pursuant to that certain Independent Contractor Agreement (the "**Services Agreement**") dated as of the date hereof by and among Darin DeForest, an individual, Omegasoft Corp. and Euclid Discoveries, LLC (the "**Company**"), Darin DeForest and Omegasoft Corp. hereby agree as follows:

A. Contractor was a party to an independent contractor agreement and proprietary information and inventions agreement ("Prior PHIA") dated as of September 16, 2002.

B. Contractor continued to provide services to the Company since said date of Prior PHIA.

C. Contractor acknowledges and agrees that the Prior PHIA and the obligations of Contractor is deemed extended and in full force and effect until the effectiveness of this Agreement.

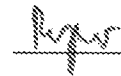
1. Nondisclosure.


1.1 Recognition of Company's Rights; Nondisclosure. At all times during the term of the Services Agreement and thereafter, Darin DeForest and Omegasoft Corp. and its employees, agents, contractors, owners, directors, officers, successors and assigns] (individually or collectively "**Contractor**") will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information (defined below), except as such disclosure, use or publication may be required in connection with its work for the Company, or unless an officer of the Company expressly authorizes such in writing. Contractor will obtain Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to Contractor's work at Company and/or incorporates any Proprietary Information. Contractor hereby assigns to the Company any rights Contractor may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns.

1.2 Proprietary Information. The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company related to or arising from the development, marketing and ultimate sale of the Company's software, hardware and/or the Company's financial and business affairs. By way of illustration but not limitation, "**Proprietary Information**" includes (a) trade secrets,

inventions, mask works, ideas, processes, formulas, source and object codes, data compression algorithms, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, techniques (hereinafter collectively referred to as "**Inventions**"); and (b) information regarding plans for research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; and (c) information regarding the skills and compensation of other independent contractors and employees (if any) of the Company. Notwithstanding the foregoing, it is understood that, at all such times, Contractor is free to use information which is generally known in the trade or industry, which is not gained as result of a breach of this Agreement and Contractor's own, skill, knowledge, know-how and experience to whatever extent and in whichever way Contractor wishes.

1.3 Third Party Information. Contractor understands, in addition, that the Company has received and in the future will receive from third parties confidential or proprietary information ("**Third Party Information**") subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of the Services Agreement and thereafter, Contractor will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the



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EUCLID DISCOVERIES, LLC

PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

Company) or use, except in connection with Contractor's work for the Company, Third Party Information unless expressly authorized by an officer of the Company in writing.

1.4 No Improper Use of Information of Prior Clients and Others. During the term of the Services Agreement Contractor will not improperly use or disclose any confidential information or trade secrets, if any, of any former client or any other person to whom Contractor has an obligation of confidentiality, and Contractor will not bring onto the premises of the Company any unpublished documents or any property belonging to any former client or any other person to whom Contractor has an obligation of confidentiality unless consented to in writing by that former client or person. Contractor will use in the performance of its duties only information which is generally known and used by persons with training and experience comparable to its own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company.

2. Assignment of Inventions.

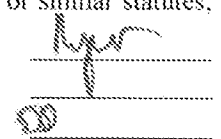
2.1 Proprietary Rights. The term "Proprietary Rights" shall mean all trade secret, patent, copyright, mask work and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which Contractor made prior to the commencement of the term of the Services Agreement are excluded from the scope of this Agreement. To preclude any possible uncertainty, Contractor has set forth on *Exhibit A* (Previous Inventions) attached hereto a complete list of all Inventions that Contractor has, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of the term of the Services Agreement that Contractor considers to be its property or the property of third parties and that Contractor wishes to have excluded from the scope of this Agreement

(collectively referred to as "**Prior Inventions**"). If disclosure of any such Prior Invention would cause Contractor to violate any prior confidentiality agreement, Contractor understands that Contractor is not to list such Prior Inventions in *Exhibit A* but is only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit A* for such purpose. If no such disclosure is attached, Contractor represents that there are no Prior Inventions. If, in the course of the term of the Services Agreement Contractor incorporates a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Prior Invention. Notwithstanding the foregoing, Contractor agrees that Contractor will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

2.3 No Breach of Duty. Contractor represents that Contractor's performance of all the terms of this Agreement as an independent contractor for the Company, does not, and to the best of Contractor's knowledge and belief will not breach any agreement or duty to keep in confidence proprietary information required by the Contractor in confidence or in trust prior to Contractor's engagement with the Company. Contractor has not entered into, any agreement either written or oral in conflict herewith. Contractor is not presently restricted from entering into this Agreement.

2.4 Assignment of Inventions. Subject to Sections 2.4, and 2.6, Contractor hereby assigns and agrees to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to the Company all its right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes,

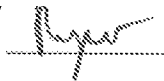



EUCLID DISCOVERIES, LLC

PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of the term of the Services Agreement. Inventions assigned to the Company, or to a third party as directed by the Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."

REDACTED

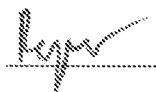



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EUCLID DISCOVERIES, LLC
PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

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Page 4 of 7



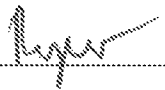


EUCLID DISCOVERIES, LLC

**PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT**

REDACTED

This Agreement shall be effective as of
the first day of the term of the Services
Agreement, namely: Aug 1, 2009.



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EUCLID DISCOVERIES, LLC

PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

Darin DeForest, IN HIS/HER INDIVIDUAL
CAPACITY AND Darin DeForest AS AN
AUTHORIZED OFFICER OF Omegasoft Corp. AND
ACTING ON BEHALF OF Omegasoft Corp., HAS
READ THIS AGREEMENT CAREFULLY,
UNDERSTANDS ITS TERMS. Darin DeForest HAS
COMPLETELY FILLED OUT EXHIBIT A TO THIS
AGREEMENT.

Dated as of 1 Aug, 2009

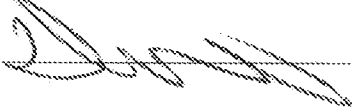
Please print your full name and address:

Darin DeForest

1418 E. Briarwood Terrace

Phoenix, AZ 85048

Signature:



Official name, address and your title of business entity, if
any:

Darin DeForest, President

Omegasoft Corp.

1418 E. Briarwood Terrace

Phoenix, AZ 85048

ACCEPTED AND AGREED TO:
EUCLID DISCOVERIES, LLC
30 Monument Square, Suite 212
Concord, MA 01742

By: 

Title: CEO

Dated as of Sept 14, 2009




EUCLID DISCOVERIES, LLC

PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT

Exhibit A
Previous Inventions

TO: Euclid Discoveries, LLC

FROM:

X

Individually

Omegasoft Corp.

Name of business entity, if any

By: X

On behalf of business entity, if any

DATE: 1 Aug, 2009

SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of the Services Agreement that have been made or conceived or first reduced to practice by Contractor alone or jointly with others prior to the date hereof:

☐ No inventions or improvements.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, Contractor cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which Contractor owes to the following party(ies):

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.