

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3340312

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JEREMY MERCER	05/16/2011
RECEIVING PARTY DATA	
Name:	GLYMPSE, INC.
Street Address:	1124 HARRISON STREET
City:	SEATTLE
State/Country:	WASHINGTON
Postal Code:	98109
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14704672
CORRESPONDENCE DATA	
Fax Number:	
<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>	
Email:	patents@foster.com
Correspondent Name:	FOSTER PEPPER PLLC
Address Line 1:	1111 THIRD AVENUE SUITE 3400
Address Line 4:	SEATTLE, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	206590-1028-101
NAME OF SUBMITTER:	SUSAN GRIMES
SIGNATURE:	/Susan Grimes/
DATE SIGNED:	05/05/2015
Total Attachments: 5	
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Bryan Gardner Trussel, *et al* Attorney Docket No. 206590-1028-101
Serial No.: 14/704672 Group Art Unit:
Filing Date: 05-MAY-2015 Examiner:
Title: SHARING OF LOCATION INFORMATION IN A NETWORKED COMPUTING ENVIRONMENT

ASSIGNMENT

WHEREAS, the following is a joint inventor named in the above-identified United States patent application:

Inventor's Names	Addresses
Jeremy Mercer	18121 NE 124 th Pl, Redland, WA 98052

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this "*Agreement*") is entered as of May 16, 2011 by and between Glympse Inc., a Washington corporation (the "*Company*"), and Jeremy Mercer, an individual ("*Founder*").

RECITALS

WHEREAS, at the time of the Company's formation it was the understanding of the Company and all founders (including the Founder, Stephen Miller and Bryan Trussel (collectively, the "*Founders*")) that the Founders would execute all documentation necessary to ensure that the ideas around which the Company was formed, the intellectual property associated therewith and any other intellectual property thereafter developed relating to the business of the Company would be contributed to and owned by the Company.

WHEREAS, the Company is preparing to raise additional equity capital (the "*Financing*"), which Financing will benefit all of the Company's shareholders.

WHEREAS, in order to induce the parties to the Financing to enter into such transaction, the Founder agrees to enter into this Agreement to confirm the assignment of the Intellectual Property (as defined below) to the Company.

AGREEMENTS

THEREFORE, in consideration of the terms and provisions of this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

I. Assignment

Founder hereby assigns to the Company exclusively throughout the world all Founder's right, title, and interest (choate or inchoate) in and to (a) all ideas, inventions, concepts, business plans, and related work associated with the business idea for which the Company was formed, (b) all work previously developed or produced in connection with the development of the Company's business, including without limitation the service described at www.glympse.com, (c) all precursors, portions, and work in progress with respect thereto and all inventions, works of authorship, technology, information, know-how, techniques, concepts, ideas, materials, and tools relating thereto or to the development, support, or maintenance thereof, and (d) all copyrights, patent rights, trade secret rights, trademark rights, mask works rights, sui generis database rights, and all other intellectual and industrial property rights of any sort and all business, contract rights, causes of action, and goodwill in, incorporated or embodied in, used to develop, or related to any of the foregoing (collectively, the "*Intellectual Property*").

2. Further Assurances; Moral Rights

(a) Founder agrees to assist the Company in every legal way to evidence, record, and perfect the assignment set forth in Section 1 of this Agreement and to apply for and obtain recordation of, and from time to time enforce, maintain, and defend, such assigned rights. If the Company is unable for any reason whatsoever to secure the Founder's signature to any document it is entitled to under this Section 2(a), Founder hereby irrevocably designates and appoints the Company and its duly authorized officers and agents, as his agents and attorneys-in-fact with full power of substitution to act for and on his behalf and instead of Founder, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Founder.

(b) To the extent allowed by law, the Company and Founder acknowledge and agree that the assignment in Section 1 of this Agreement includes all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively, "*Moral Rights*"). To the extent Founder retains any such Moral Rights under applicable law, Founder hereby ratifies and consents to, and provides all necessary ratifications and consents to, any action that may be taken with respect to such Moral Rights by or authorized by the Company; Founder agrees not to assert any Moral Rights with respect thereto. Founder will confirm any such ratifications, consents, and agreements from time to time as requested by the Company.

3. Confidential Information

Founder will not use or disclose anything assigned to the Company hereunder or any other technical or business information or plans of the Company, except to the extent Founder (a) shows that it is generally available (through no fault of Founder) for use and disclosure by the public without any charge, license, or restriction, or (b) is permitted to use or disclose such information or plans pursuant to the Proprietary Information and Inventions Agreement to be entered into by and between Founder and the Company on or after the date of this Agreement. Founder recognizes and agrees that there is no adequate remedy at law for a breach of this Section 4, that such a breach would irreparably harm the Company and that the Company is entitled to equitable relief (including, without limitation, injunctions) with respect to any such breach or potential breach in addition to any other remedies.

4. Warranty

Founder represents and warrants to the Company that the Founder (a) has not assigned, transferred, licensed, pledged, or otherwise encumbered any Intellectual Property or agreed to do so, (b) has full power and authority to enter into this Agreement and to make the assignment as provided in Section 1, (c) is not aware of any violation, infringement, or misappropriation of any third party's rights (or any claim thereof) by the Intellectual Property, (d) was not acting within the scope of employment by any third party when conceiving, creating, or otherwise performing any activity with respect to anything purportedly assigned in Section 1 of this Agreement, and (e) is not aware of any questions or challenges with respect to the patentability or validity of any claims of any existing patents or patent applications relating to the Intellectual Property.


5. **Miscellaneous**

This Agreement is not assignable or transferable by Founder without the prior written consent of the Company; any attempt to do so shall be void. Any notice, report, approval, or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid, to the respective addresses of the parties as set forth below (or such other address as a party may designate by ten days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of, the State of Washington and the United States without regard to conflicts of laws provisions thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. The terms of this Agreement are confidential to the Company, and no press release or other written or oral disclosure of any nature regarding the compensation terms of this Agreement shall be made by Founder without the Company's prior written approval; provided, however, approval for such disclosure shall be deemed given to the extent such disclosure is required to comply with governmental rules. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

[Signature page follows]

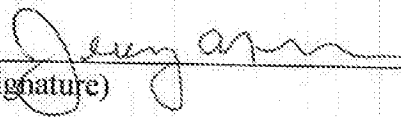
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first indicated above.

GLYMPSE INC.,
a Washington corporation

By: 
Name: Bryan Trussel
Title: President and Chief Executive Officer

Address:
18121 NE 129th PL
Redmond, WA
98052

JEREMY MERCER,
an individual


(Signature)

Address:
22421 NE 140th Way
Woodinville WA 98077