

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3342201

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
EDWARD CLARK	06/01/2011
RECEIVING PARTY DATA	
Name:	ILLUMINA CONSULTING GROUP, INC.
Street Address:	8823 BELLS MILL ROAD
City:	POTOMAC
State/Country:	MARYLAND
Postal Code:	20854
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14334213
CORRESPONDENCE DATA	
Fax Number:	(703)456-8100
<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:	7034568000
Email:	CTIPTON@COOLEY.COM, JSCOTT@COOLEY.COM
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE
Address Line 2:	SUITE 700 ATTN: PATENT GROUP
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	ILCG-001/00US 321632-2001
NAME OF SUBMITTER:	ANDERS E. FERNSTROM
SIGNATURE:	/Anders E. Fernstrom/ Reg. # 72,629
DATE SIGNED:	05/06/2015
Total Attachments: 10	
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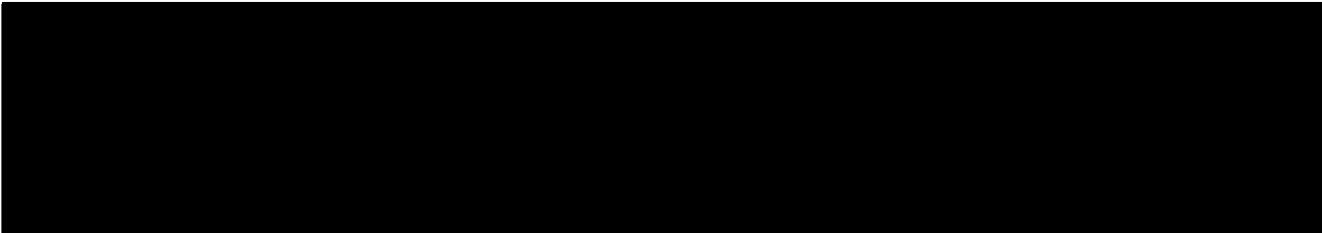
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EMPLOYMENT AGREEMENT

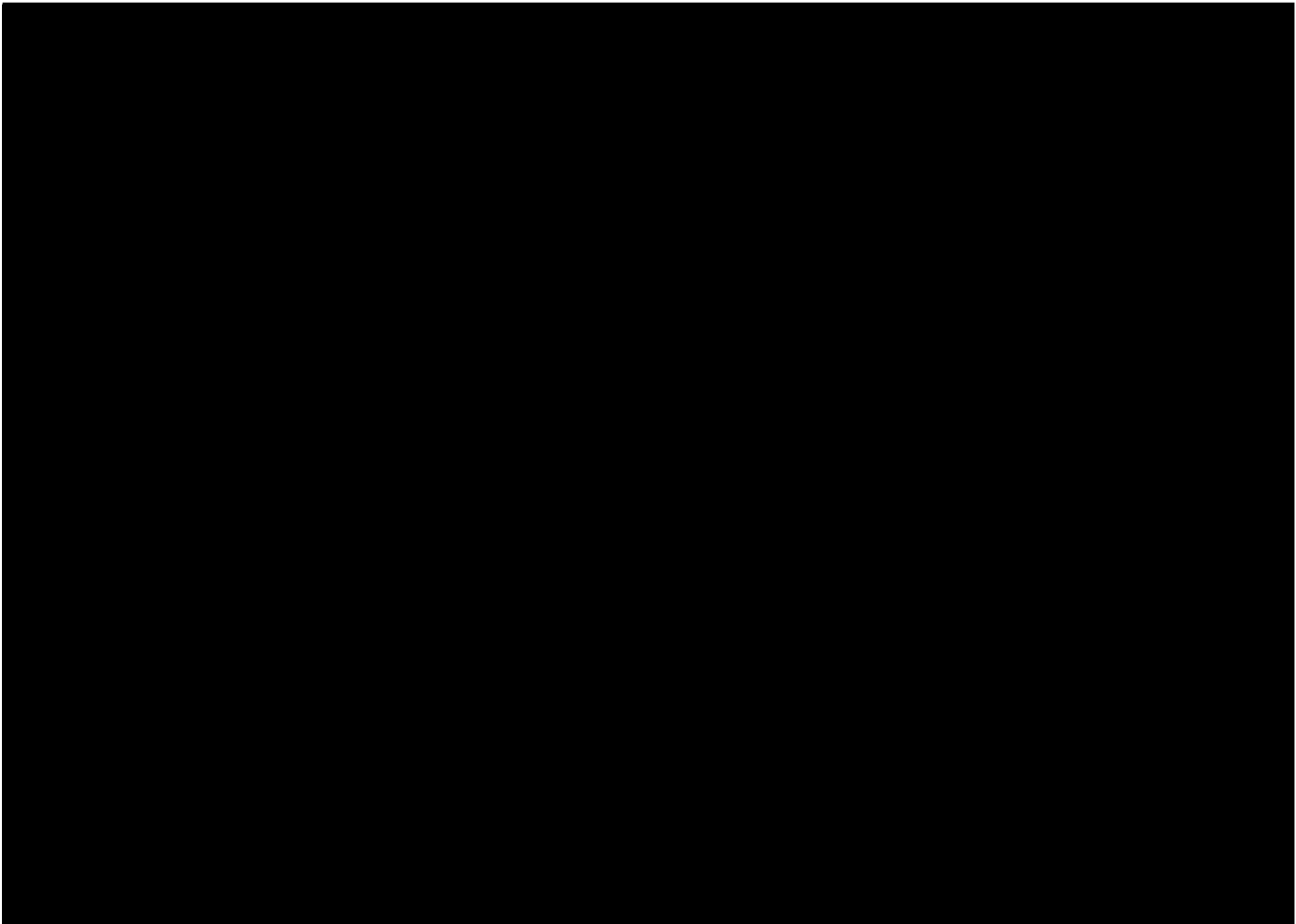
Illumina Consulting Group, Inc. ("ICG") and Edward Clark (the "Employee") sometimes hereinafter referred to individually as a "Party" or collectively as the "Parties".

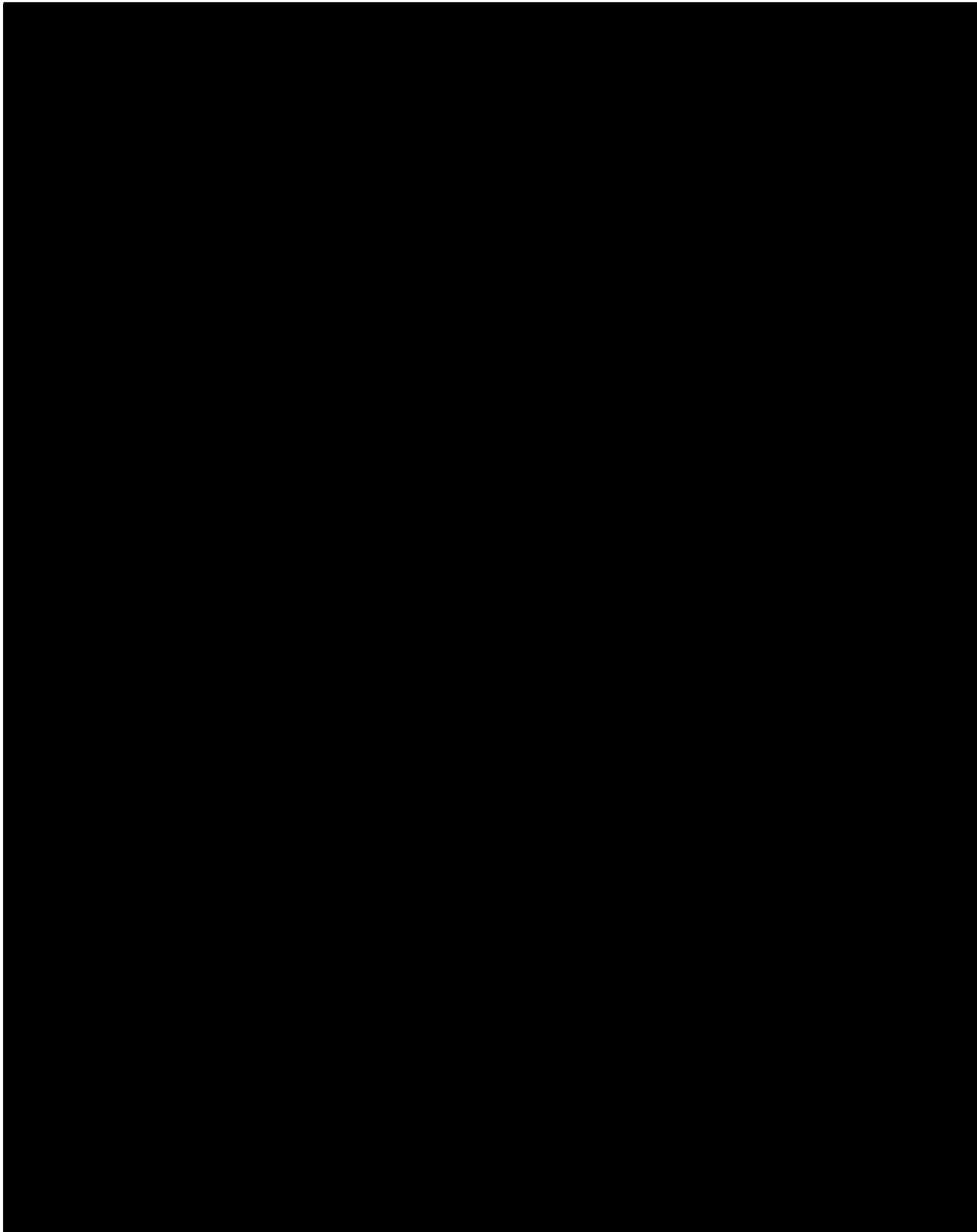
WITNESSETH:

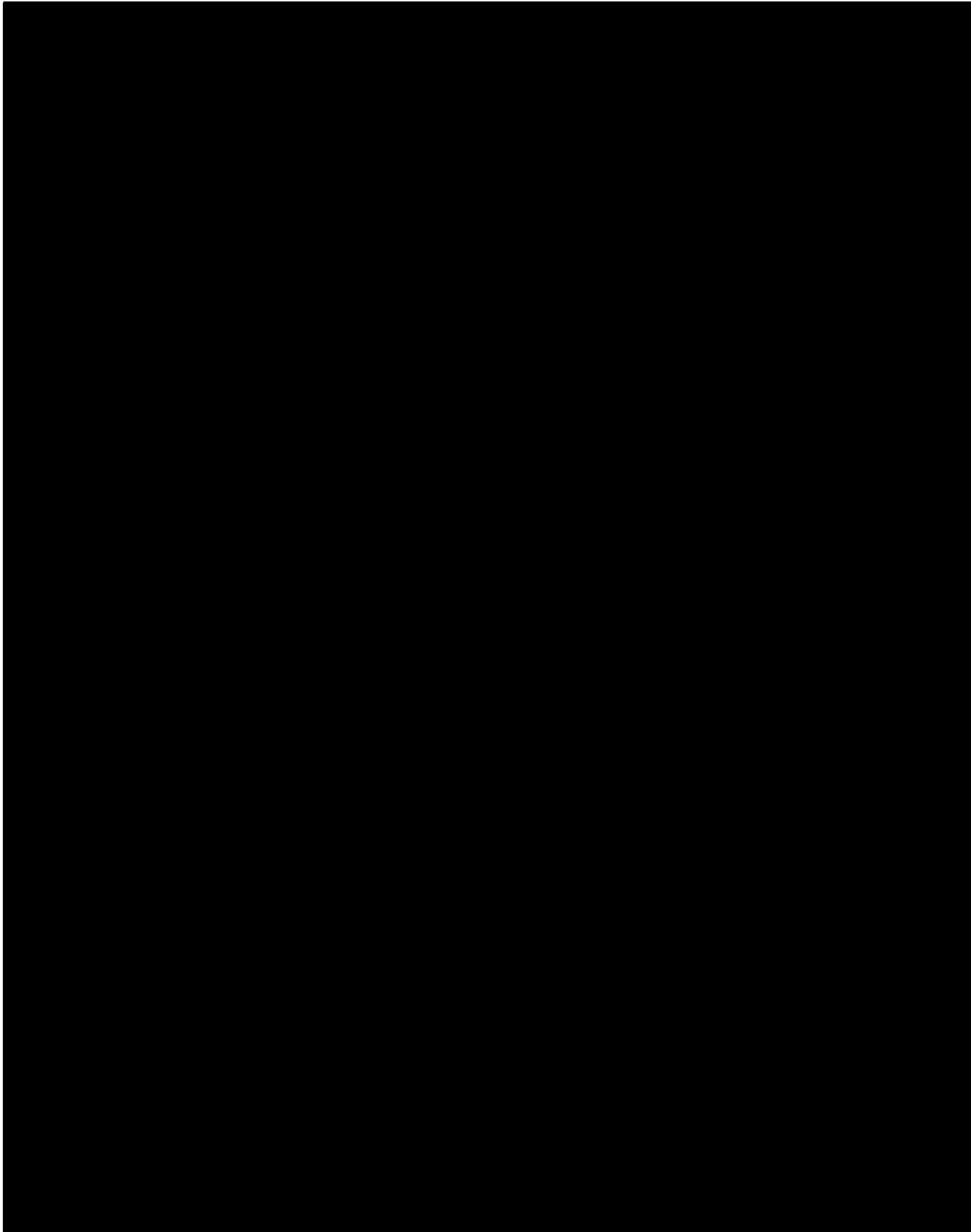
WHEREAS, ICG is a corporation organized under the laws of the State of Maryland; and

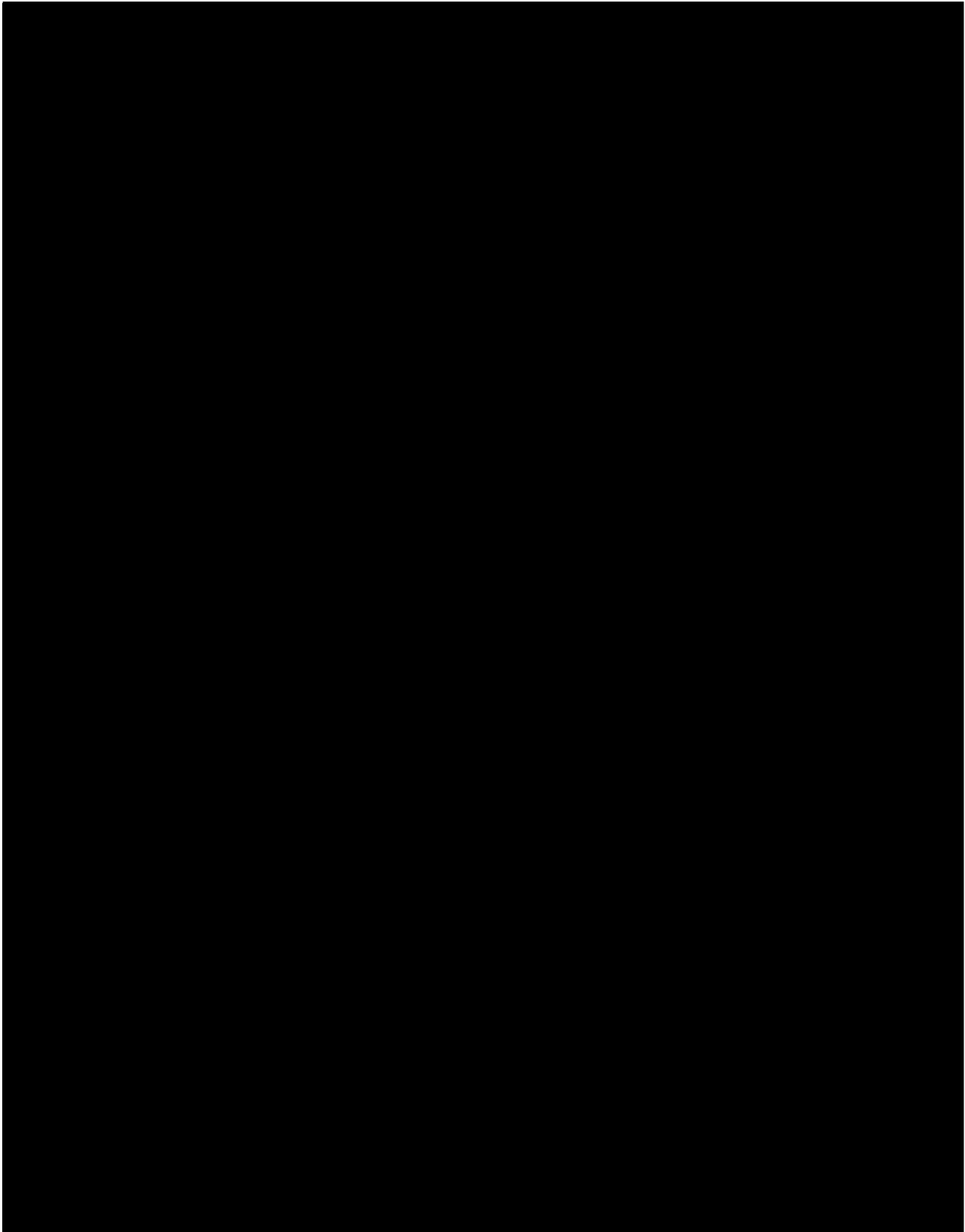


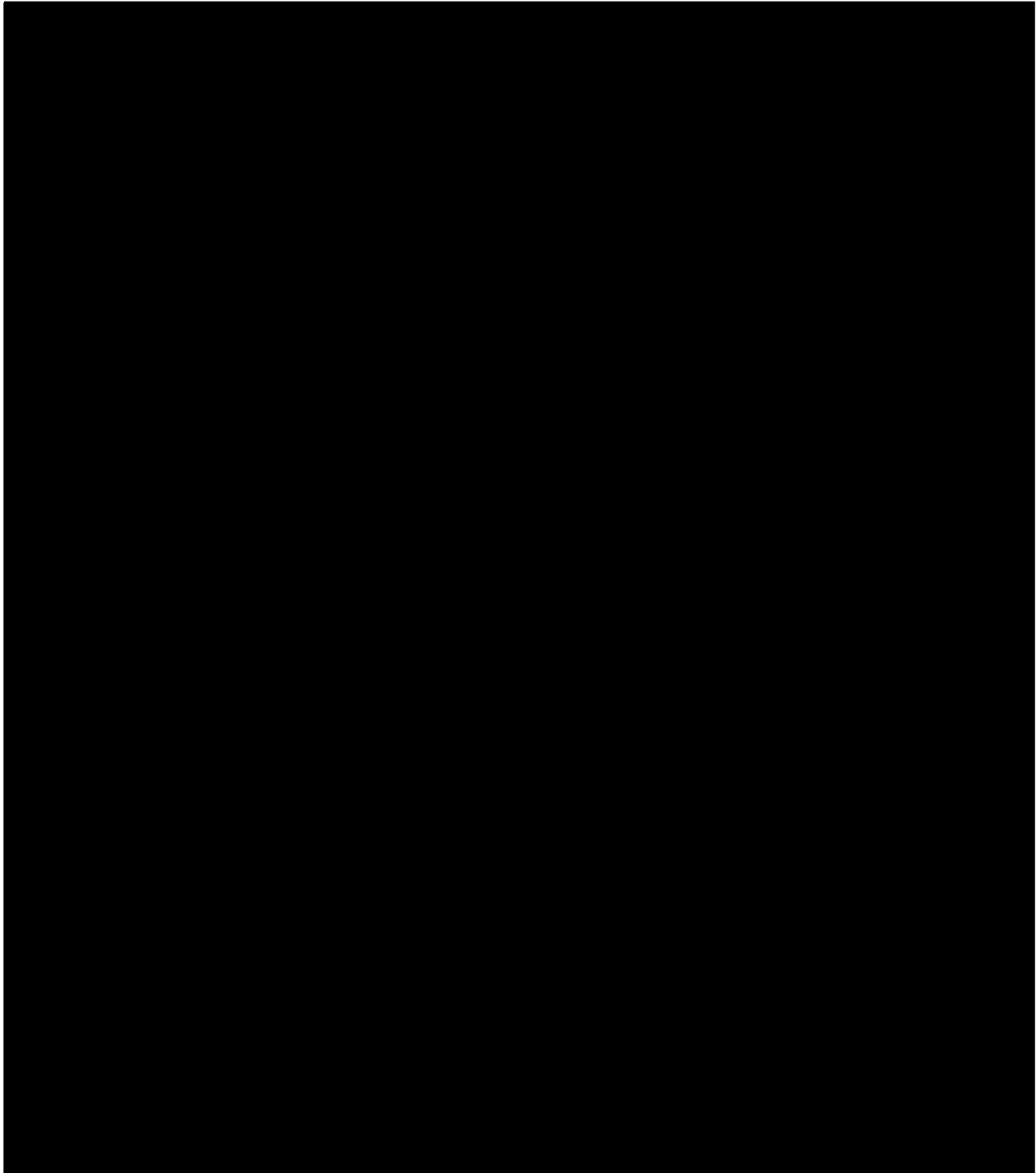
NOW, THEREFORE, in consideration of their mutual promises and agreements, the sufficiency of which is acknowledged, the Parties agree as follows:











9. Intellectual Property

A. Creation and Ownership of Intellectual Property. Employee acknowledges that they may create or participate with others (including other employees of ICG) in the creation of

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certain intellectual property during the course of work for ICG. Employee acknowledges and agrees that all such intellectual property, including, but not limited to, all literary and other textual works, pictorial, graphic and sculptural works, audiovisual works and sound recordings, mask works, computer software (including, without limitation, computer programs and associated object code, source code, documentation, notes, records, work papers, and all other materials associated therewith), and all copyrights, trademarks, patents, trade secrets and other proprietary rights related thereto shall be deemed (i) the sole and exclusive property of ICG (and/or its clients or customers if so determined by ICG), and (ii) “Proprietary Information” (unless exempt, as defined herein). Employee agrees that each and every work of authorship prepared in whole or in part by Employee for ICG or ICG’s customers or clients, which is susceptible of copyright protection, shall be a work-made-for-hire for ICG. If any such work is deemed for any reason not to be a work-made-for-hire, Employee hereby irrevocably assigns and agrees to assign to ICG all of Employee’s right, title and interest in and to the copyright in such work, and Employee further agrees to execute all such documents and assurances, and to take all such action, as ICG shall request, in order to cause the rights assigned hereby fully to vest in ICG. Employee agrees to provide all assistance requested by ICG in the preservation and enforcement of its copyright in such works, such assistance to be provided at ICG’s expense, but without any additional compensation to Employee, while he is an employee of ICG. Employee hereby waives all so-called “moral rights” relating to all work developed or produced by Employee hereunder, including, without limitation, any and all rights of attribution, rights of approval, restriction or limitation of use or subsequent modifications.

B. Assignment of Rights. In furtherance of the foregoing, and not in limitation thereof, Employee hereby assigns and agrees to assign to ICG all of Employee’s right, title and interest in and to any and all ideas, concepts, know-how, techniques, processes, methods, inventions, discoveries, developments, innovations and improvements conceived or made by Employee, whether alone or with others, during Employee’s term of employment with ICG, and which either (i) involve or are reasonably related to ICG’s business or to ICG’s actual or anticipated research and development activities; or (ii) incorporate or are based on, in whole or in part, any Proprietary Information of ICG (all of the aforesaid sometimes referred to herein as the “Inventions”). Employee agrees to disclose all Inventions to ICG promptly, and to provide all assistance reasonably requested by ICG in the preservation of ICG’s interest in the Inventions, such as by executing documents, testifying and the like, which assistance shall be provided at ICG’s expense but without any additional compensation to Employee while an active employee of ICG. Employee shall, at ICG’s expense, assist ICG or its nominee to obtain patent protection for such Inventions in any countries ICG may elect in its sole discretion throughout the world. All Inventions shall be the property of ICG or its nominees, whether patentable or not. Employee hereby assigns and agrees to assign to ICG, all of Employee’s right, title and interest in and to all patent applications, patents and reissues related to any Inventions created during Employee’s employment with ICG. Employee agrees to execute, acknowledge and deliver all documents, and to provide all other assistance, at ICG’s request and expense, during and subsequent to Employee’s employment by ICG, confirming the complete ownership by ICG of any and all Inventions, enabling ICG or its nominees to apply for and maintain patent protection (if applicable), and/or any other legal protection that may then be available for the Inventions.

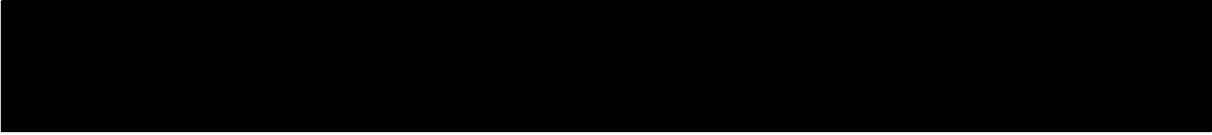
C. ICG as Attorney-In-Fact. For use in the event of any difficulty in obtaining the assistance of Employee as contemplated in this Section 9, Employee hereby appoints ICG as Employee's attorney-in-fact to prepare, execute, acknowledge, file and/or record, in Employee's name or otherwise, and to take any other customary actions with respect to, any document(s) or instruments ICG deems necessary to carry out and to effect the provisions of this Section 9, including, without limitation, to effect and perfect its rights in and ownership of works of authorship and Inventions as provided herein, and, in connection therewith, to make filing(s) and/or recording(s) of applications, assignments, or other documents with the United States Copyright Office, the United States Patent & Trademark Office, and/or any other governmental office(s) or agency(ies) in any country(ies) of the world.

12. Severability. If any provision of this Agreement or any part hereof is invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all conditions and provisions of this Agreement which can be given effect without such invalid, unlawful or unenforceable provision shall, nevertheless, remain in full force and effect.

13. Entire Agreement. This Agreement constitutes the complete understanding between the Parties with respect to the undertaking of Employee hereunder, and no statement, representation, warranty or covenant has been made by either Party with respect thereto except as expressly set forth herein. Unless otherwise specifically referred to herein, this Agreement shall, from and after the Effective Date, supersede, in all respects, all previous agreements in regard to employment between Employee and the ICG, and Employee shall, as of the Effective Date, unless otherwise specifically referred to herein, have no rights under such agreements all of which merged herein and shall be governed hereby. This Agreement shall not be altered, modified, amended or terminated except by written instrument signed by each of the Parties hereto.

14. Survival Clause. Sections [REDACTED] 9 of this Agreement shall survive the termination of this Agreement for any reason.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first above written.

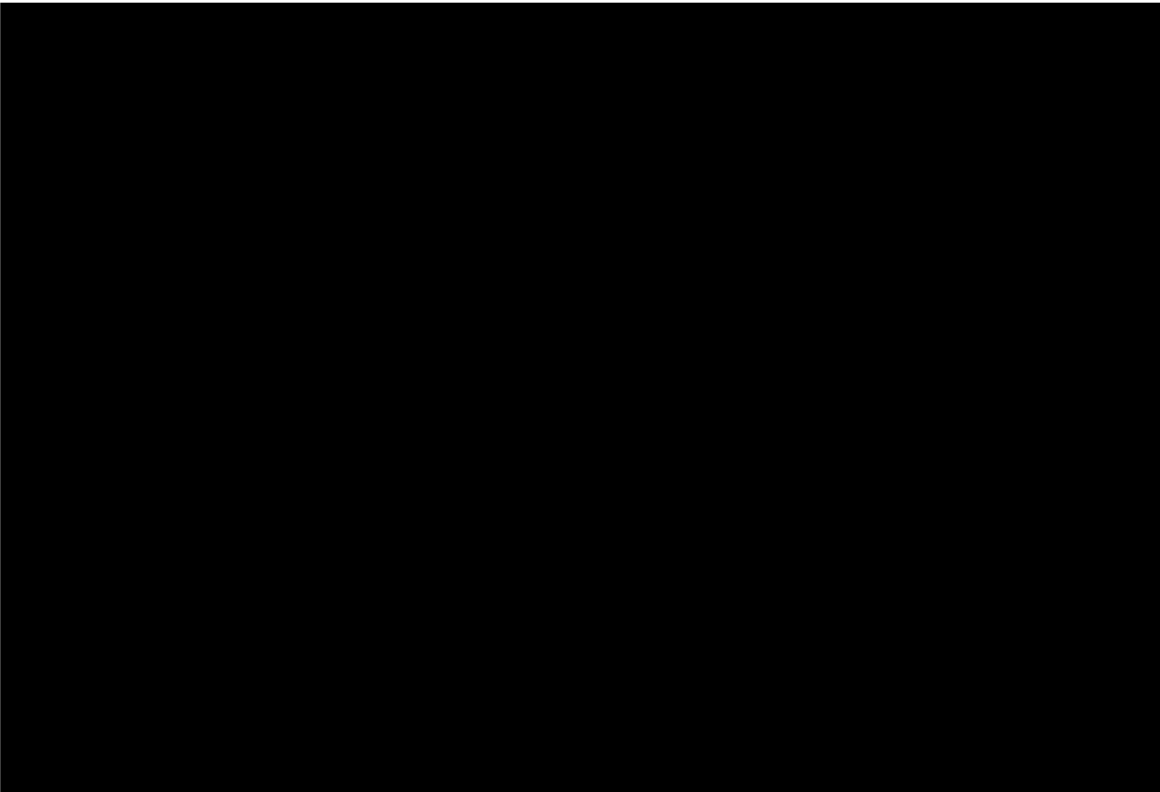
<p>Illumina Consulting Group, Inc. 8823 Bells Mill Road Potomac, MD 20854</p> <p>x <u>Thomas W. Eales</u> Signature</p> <p><u>Thomas W. Eales</u> Type or Print</p> <p><u>Chief Operating Officer</u> Title</p> <p><u>June 1, 2011</u> Date</p>	<p>Edward Clark 10320 Hickory Ridge Road # 823 Columbia, MD 21044</p> <p>x <u>Edward Clark</u> Signature</p> <p><u>Edward Clark</u> Type or Print</p> <p><u>Software Developer I</u> Title</p> <p><u>June 1, 2011</u> Date</p>
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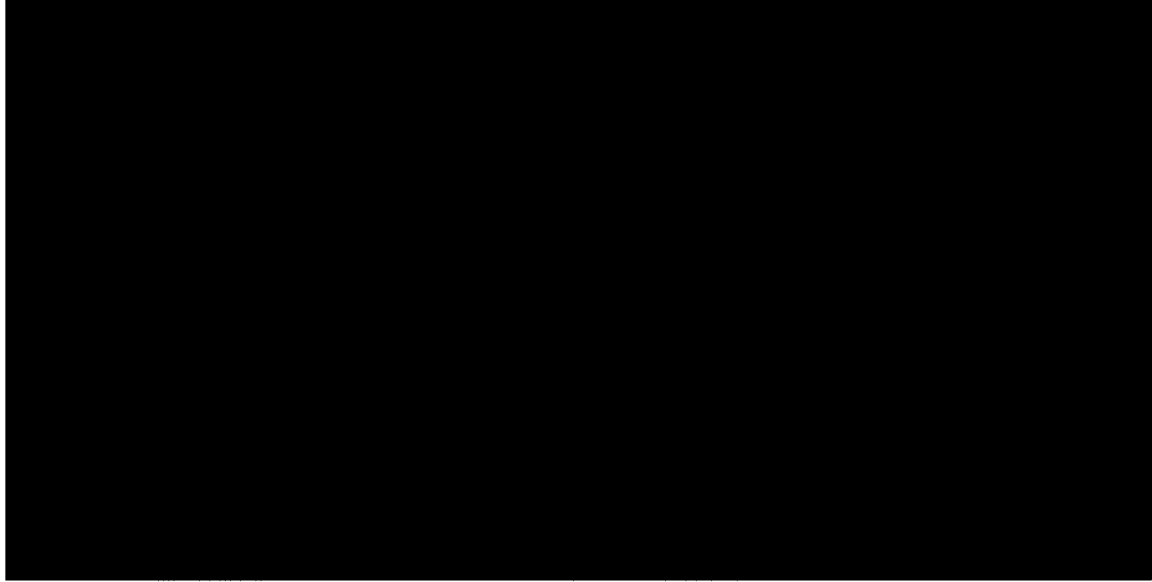
AMENDMENT

THIS AMENDMENT (herein "Amendment"), entered into this 6th day of October, 2014, by and between Edward Clark (herein "Clark" or "Employee") and Illumina Consulting Group, Inc. (herein "Illumina" or "Employer") (collectively herein "Parties"), serves to amend or otherwise supplement the terms of: (a) the Employment Agreement, dated May 25, 2011, entered into by and between the Parties;



2. ASSIGNMENT. Pursuant to Section 9 of the Employment Agreement, Employee has assigned to Illumina any and all "right, title, and interest" in the invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled METHODS AND APPARATUS FOR PERFORMING REAL-TIME ANALYTICS BASED ON MULTIPLE TYPES OF STREAMED DATA, bearing Application No. 14/334,213, and filed on July 17, 2014. This Amendment thus reinforces the aforementioned Section 9 of the Employment Agreement, whereby Employee has agreed that the Invention(s) is deemed to be "the sole and exclusive property of [Illumina]" and in which Employee has assigned, and otherwise agrees to assign, to Illumina all of his "right, title, and interest" in the Invention(s).





9. ENTIRE AGREEMENT. This Amendment constitutes the entire agreement between the Parties pertaining to the subject matter of this Amendment, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, both oral and written. No party is relying upon any warranties, representations, facts, definitions, or inducements not specifically set forth in this Amendment. Irrespective of the content of any previous discussions, considerations, or representations, this Agreement shall control, and no other matter may be used to modify, expand, or diminish the provisions of this Amendment. This Amendment may not be modified by an oral agreement, and except as stated herein, no supplement, modification, or amendment of this Amendment shall be effective unless it is in the form of a writing executed by the parties to this Amendment.



This Amendment has been executed and delivered by the parties hereto.

Dated 10/6/14

The Employer:

The Employee:

ILLUMINA CONSULTING GROUP, INC.
By: DAVID L. WALDROP

EDWARD CLARK

David Waldrop

[Signature]

Title: President and CEO