

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3348075

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL SPRAGUE	10/01/1997
STEVEN SPRAGUE	12/20/1991
ROBERT THIBADEAU	02/10/2010
RECEIVING PARTY DATA	
Name:	WAVE SYSTEMS CORP.
Street Address:	480 PLEASANT STREET
City:	LEE
State/Country:	MASSACHUSETTS
Postal Code:	01238
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	61882884
Application Number:	14066870
PCT Number:	US2014056926
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:	4761.1001-000
NAME OF SUBMITTER:	RHONDA M. SCHERER
SIGNATURE:	/Rhonda M. Scherer/
DATE SIGNED:	05/11/2015
Total Attachments: 6	

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Wave Systems Corp.

Employment Agreement

1. Confidential Information

- 1.1 Employee represents and warrants that Employee is free of any contractual restrictions and restraints in entering this Agreement, and has not and will not, in connection with this employment divulge any confidential information, trade secrets, or copyright-protected information of any prior employer or of any other third party.
- 1.2 Employee recognizes and acknowledges: (i) that the software products developed by Wave contain information which is confidential to Wave and its clients. In addition, Wave clients and prospective clients (Clients) frequently furnish to Wave confidential information concerning their affairs so that Wave may perform those services. Moreover, both Wave and its Clients have business information which they keep in confidence; (ii) that the goodwill and competitive ability of Wave depends, among other things, upon it keeping such information would irreparable damage Wave and its clients. By reason of his/her duties, Employee may come into possession of such confidential information.
- 1.3 Employee agrees that, during the term of Employees employment, and forever thereafter, he/she shall keep confidential all such information and material provided to him/her by Wave or by its Clients, excepting only such information as is already known to the public or becomes known to the public through no action of the employee, and that he/she shall not release, use, or disclose the same except with the prior permission of Wave. Employees obligation to keep such information confidential shall survive the termination or cancellation of this Agreement or Employees employment, even if occasioned by Waves breach or wrongful termination. In case of any breach by Employee of his/her obligations with respect to confidential information of Waves Clients, such Clients shall be deemed to be third party beneficiaries of this Agreement and may bring an action to enforce its terms directly against Employee. Wave and its Clients, or either of them, may seek and obtain inductive relief against the breach or threatened breach of Employees obligations under this paragraph, in addition to any other legal remedies which may be available.
- 1.4 All papers, memoranda, notes, reports, charts, programs, data or other documents of any kind relating to the business of Wave or to the business of its Clients shall be the sole and exclusive property of Wave and shall be turned over to Wave upon the termination of Employees employment.

REDACTED


REDACTED

3. Ownership of Work Product

During his/her employment, Employee will be expected to do creative work which may lead to inventions, discoveries, developments, modifications, procedures, ideas, innovations, systems, programs, know how, literary properties, and other work products (collectively the Work Product). Employee agrees that the Work Product of the Employee during his/her employment by Wave shall be the sole and exclusive property of Wave and Employee hereby assigns to Wave all rights to the Work Product. To the extent that any such Work Product is copyrightable, it shall be deemed to be a work for hire within the meaning of the Copyright Law. Consideration for such assignment is hereby acknowledged. Wave may, at its discretion, affix such notices and take such steps as it deems reasonably appropriate to secure and perfect copyright protection in the Work Product anywhere in the world. To the extent that any such Work Product may be patentable, Wave may take the name of Employee or otherwise in the United States and elsewhere and Employee shall, on request, assign any such applications and any patents resulting therefrom to Wave. The Employee shall take all such further steps as may be reasonably requested by Wave to perfect Waves sole and exclusive ownership of the Work Product.

REDACTED

Agreed To: Michael Sprague
(Print)


(Signature)

Date: October 1, 1997

Wave

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REDACTED

Agreed To:

Steven Sprague 
(Name)

Date:

12/20/91

Wave Systems Corp.
Employment Agreement

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REDACTED

Agreed To: Robert Thibodeau
(Print)
RT
(Signature)
Date: 2-10-10