

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3389964

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the SPELLING OF THE SECOND INVENTOR'S LAST NAME FROM "KOOTZ" TO --KOONTZ-- AND ALSO TO REMOVE THE SECOND INVENTOR'S MIDDLE INITIAL previously recorded on Reel 035449 Frame 0727. Assignor(s) hereby confirms the ASSIGNMENT.

CONVEYING PARTY DATA

Name	Execution Date
MATTHEW J. WHEELER	11/09/2010
STEVEN KOONTZ	09/19/2005
ROBERT C. WILLIAMS	01/31/1997

RECEIVING PARTY DATA

Name:	PC CONNECTION, INC.
Street Address:	730 MILFORD ROAD
City:	MERRIMACK
State/Country:	NEW HAMPSHIRE
Postal Code:	03054

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	14690922

CORRESPONDENCE DATA

Fax Number: (612)677-3572

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: (203) 535-3879

Email: gtcdocketing@cpaglobal.com, ksmith@gtclawgroup.com

Correspondent Name: GTC LAW GROUP LLP & AFFILIATES

Address Line 1: C/O CPA GLOBAL

Address Line 2: P.O. BOX 52050

Address Line 4: MINNEAPOLIS, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	PCCN-0001-P05-C01
NAME OF SUBMITTER:	JEFFREY R. AMBROZIAK
SIGNATURE:	/Jeffrey R. Ambroziak/
DATE SIGNED:	06/10/2015

Total Attachments: 11

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PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW J. WHEELER	11/09/2010
STEVEN R. KOOTZ	09/19/2005
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RECEIVING PARTY DATA	
Name:	PC CONNECTION, INC.
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State/ Country:	NEW HAMPSHIRE
Postal Code:	03054
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Property Type	Number
Application Number:	14690922
CORRESPONDENCE DATA	
Fax Number:	(612)677-3572
Phone:	(203) 535-3879
Email:	gtcdocketing@cpaglobal.com, ksmith@gtclawgroup.com
<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>	
Correspondent Name:	GTC LAW GROUP LLP & AFFILIATES
Address Line 1:	C/O CPA GLOBAL
Address Line 2:	P.O. BOX 52050
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	PCCN-0001-P05-C01
NAME OF SUBMITTER:	JEFFREY R. AMBROZIAK
Signature:	/Jeffrey R. Ambroziak/
Date:	04/20/2015
Total Attachments: 9 source= PCCN-0001-PXX_110311_Executed Assignment# page1.tif	

PATENT

REEL: 035872 FRAME: 0938

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RECEIPT INFORMATION

EPAS ID: PAT3317904
Receipt Date: 04/20/2015

PATENT

REEL: 035872 FRAME: 0939



ASSIGNMENT

WHEREAS, the Undersigned has developed certain inventions described in the U.S. patent applications identified in Exhibit A hereto, and has full right to convey his entire interest to the ASSIGNEE, both legal and equitable, in and to the inventions therein free from all prior assignments, agreements, licenses, mortgages, security interests, or other encumbrances whatsoever; and

WHEREAS, PC Connection, Inc. ("ASSIGNEE"), an entity organized and existing under the laws of the state of Delaware, and having a place of business at 730 Milford Road, Merrimack, NH, 03054, is desirous of acquiring the entire right, title, and interest in and to the invention or inventions and any and all patents to be obtained therefore;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Undersigned, each of the Undersigned hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, his or her entire right, title and interest in and to the invention or inventions, as described in the above application and all applications resulting therefrom, including any and all conversions, divisions, continuations, continuations-in-part, substitute applications, and reissues or extensions thereof; and all resulting patents in any jurisdiction worldwide.

AND each of the Undersigned hereby authorizes and requests the issuing authority to issue any and all patents issuing from any of the foregoing to the ASSIGNEE or its successors and assigns.

AND each of the Undersigned agrees that the attorney of record in the application shall hereinafter act on behalf of the ASSIGNEE.

AND, each of the undersigned further agrees to execute and deliver, on request, all lawful papers required to make any of the foregoing provisions effective.

The undersigned hereby authorizes the attorney(s) associated with Patent Office Customer Number 43520, to insert hereon any further information necessary or desirable for recordation of this document.

Inventors

Date signed

Witness(es)


Matthew J. Wheeler

11-9-2010



Exhibit A

Serial No.	Attorney No.	Title	File Date
11/850,064	PCCN-0001-P01	IMAGING APPARATUS FOR PROVIDING BACKGROUND SEPARATED IMAGES	September 5, 2007
11/850,083	PCCN-0001-P02	BACKGROUND SEPARATED IMAGES FOR PRINT AND ON-LINE USE	September 5, 2007
11/850,227	PCCN-0001-P03	HAND PRODUCER FOR BACKGROUND SEPARATED IMAGES	September 5, 2007

**COVENANT NOT TO COMPETE
AND DISCLOSE CONFIDENTIAL INFORMATION
AND ASSIGNMENT OF RIGHTS**

THIS COVENANT entered into Jan. 31st 1997 by Robert C. Williams
(Employee), residing at 15 Powers Street #10, Milford, New Hampshire
a New Hampshire corporation located at 6 Mill Street, Marlow, New Hampshire (Company).

WHEREAS, Company is engaged in various aspects of the microcomputer industry, including reselling, product development and video production, and may presently or in the future engage in other related or unrelated business activity; and

WHEREAS, the microcomputer industry and other industries that the Company may engage in are expected to be extremely competitive and success in such industries depends in great part on developing, protecting and maintaining as proprietary and confidential to the Company information on plans, products, customers, vendors, pricing, business techniques and training employees to properly use such information; and

WHEREAS, Employee acknowledges that in the course of his or her employment with the Company he or she may have access to information that is valuable and confidential to the Company, the improper disclosure of which or engagement in unfair competition involving such information will seriously damage the Company;

NOW, THEREFORE, in consideration of Employee's employment by the Company, Employee agrees and covenants as follows:

[REDACTED]

Williams, Robert

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]


052396rev4a

3. **ASSIGNMENT.** Employee understands that all original work created by him or her in the context of his employment is "work for hire" and is created for the exclusive benefit of the Company. Employee hereby assigns any and all rights he or she may have in any intellectual property or other information arising from work performed as an Employee of the Company or any work performed for, on behalf of, at the expense of, or on the premises of the Company, including, but not limited to, rights to patents, mask works, copyrights, trade secrets, trademarks, and trade names. Employee agrees to execute assignments of the rights to said intellectual property or other information and to do such other things as are necessary to secure these rights in the Company from time to time upon its request.

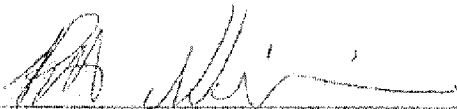
4. **GENERAL.** This Covenant shall inure to the benefit of the Company, its successors and assigns. If any provision in this Covenant is deemed illegal or unenforceable, the offending provision shall either be modified to make it legal and enforceable while retaining as far as possible the original intent of the provision or, if that is not possible, it shall be stricken; the remainder of the Covenant to continue in full force and effect. This Covenant shall be construed and enforced under and in accordance with the law of the State of New Hampshire.

Employee acknowledges that he or she has read and understands this Covenant and has had an opportunity to discuss any questions with the Company Personnel Manager or Legal Counsel or with independent counsel of his or her choice. Employee understands and agrees that this Covenant does not change the at-will nature of his employment with the Company.

IN WITNESS WHEREOF, Employee has signed this Covenant on the date set out above, at Marlow, New Hampshire.



Witness



Employee

**COVENANT NOT TO COMPETE AND DISCLOSE CONFIDENTIAL
INFORMATION AND ASSIGNMENT OF RIGHTS**

Koontz, Steven

This Covenant entered into September 19, 2005, by and between Steven Koontz, residing at 249 Baboosic Lake Rd , Merrimack, NH 03054 with: ___ PC Connection, Inc.; ___ PC Connection Sales Corp.; ___ Merrimack Services Corp.; ___ PC Connection Sales of Massachusetts, Inc., all Delaware corporations with offices at 730 Milford Road, Merrimack, New Hampshire, and members of the PC Connection, Inc. affiliated group of companies ("PC Connection").

Whereas, PC Connection is engaged in the sales, marketing, and service of computer and networking hardware, software, peripherals, and service primarily through telephone and electronic commerce throughout the United States; and

Whereas, the business PC Connection is engaged in is extremely competitive and success depends in great part on developing, protecting and maintaining confidential information concerning plans, strategies, products, customers lists, vendor lists, pricing, business techniques, and training methods, and seeks by this Covenant to protect said information; and

Whereas, Employee acknowledges that in the course of his or her employment with PC Connection he or she may have access to information that is valuable and confidential to PC Connection, the improper disclosure of which or engagement in unfair competition involving such information will seriously damage PC Connection;

Now, therefor, in consideration of the mutual covenants contained herein, PC Connection and Employee agree as follows:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. **ASSIGNMENT.** Employee understands that all original work created by him or her in the context of his employment is "work for hire" and is created for the exclusive benefit of PC Connection. Employee hereby assigns any and all rights he or she may have in any intellectual property or other information arising from work performed as an Employee of PC Connection or any work performed for, on behalf of, at the expense of, or on the premises of PC Connection, including, but not limited to, rights to patents, mask works, copyrights, trade secrets, trademarks, and trade names. Employee agrees to

execute assignments of the rights to said intellectual property or other information and to do such other things as are necessary to secure these rights in PC Connection from time to time upon its request.

4. INJUNCTIVE RELIEF. In the event Employee breaches any of the foregoing provisions, PC Connection will suffer irreparable harm and shall be entitled to injunctive relief.

5. CONSIDERATION. The consideration for Employee's obligations under this Covenant include one or more of the following: PC Connection (a) hiring Employee, (b) providing continued employment in one of the PC Connection, Inc. group of companies, (c) granting Employee a promotion and/or pay increase.

6. GENERAL. This Covenant represents the entire agreement between the parties relating to the subject matter covered, and may not be modified except by a writing signed by both parties. This Covenant shall inure to the benefit of PC Connection, its successors and assigns. If any provision in this Covenant is deemed illegal or unenforceable, the offending provision shall either be modified to make it legal and enforceable while retaining as far as possible the original intent of the provision or, if that is not possible, it shall be stricken; the remainder of the Covenant to continue in full force and effect. This Covenant shall be construed and enforced under and in accordance with the law of the State of New Hampshire.

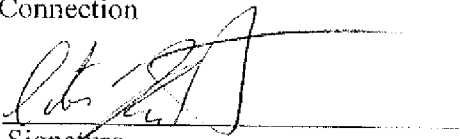
Employee acknowledges that he or she has read and understands this Covenant and has had an opportunity to discuss any questions with PC Connection Human Resources or Legal Counsel or with independent counsel of his or her choice. Employee understands and agrees that this Covenant does not change the at-will nature of his employment with PC Connection.


Agreed:

PC Connection

Employee

By:


Signature


Signature

Steven Koontz
Print name/Title

Sandra Dudley, HR
Steven Koontz

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