

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3401894

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDREW T. OGIELSKI	01/23/2014
JAMES H. COWIE	03/10/2014
ALIN POPESCU	01/28/2005
RECEIVING PARTY DATA	
Name:	RENESYS CORPORATION
Street Address:	150 DOW STREET
Internal Address:	TOWER TWO
City:	MANCHESTER
State/Country:	NEW HAMPSHIRE
Postal Code:	03101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14717397
CORRESPONDENCE DATA	
Fax Number:	(202)842-7899
<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:	202-842-7800
Email:	jleach@cooley.com, zPatDCDocketing@cooley.com
Correspondent Name:	COOLEY LLP
Address Line 1:	1299 PENNSYLVANIA AVENUE, NW
Address Line 2:	SUITE 700
Address Line 4:	WASHINGTON, D.C. 20004
ATTORNEY DOCKET NUMBER:	DYNE-004/03US 314249-2011
NAME OF SUBMITTER:	CHRISTOPHER MAX COLICE
SIGNATURE:	/Christopher Max Colice/
DATE SIGNED:	06/18/2015
Total Attachments: 16	
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RENESYS CORPORATION

Employee Agreement

This Agreement is entered into by Renesys Corporation, a Delaware corporation ("Renesys"), and the employee whose name and address are set forth at the end of this Agreement ("Employee").

INTRODUCTION

Whereas, Renesys employs Employee as an employee;

Whereas, Renesys is in the business of providing realtime internet connectivity monitoring and reporting worldwide and has developed proprietary and valuable know-how, methodologies, materials and products;

Whereas, Employee's relationship with Renesys is one of confidence and trust and in that relationship Employee may have access to confidential information of Renesys (or information of others that is in Renesys's possession subject to obligations of confidentiality and/or nondisclosure), and may develop inventions, copyrightable works or other intellectual property assets for Renesys or for such third parties, the parties wish to agree on the confidentiality of such information, the ownership of such intellectual property assets, and certain other matters;

Now therefore, in consideration of the foregoing and as additional consideration for, and as a condition of, continued employment as an employee by Renesys, and of Employee's receipt of salary and/or other compensation from Renesys and other valuable consideration, and intending to be fully and legally bound, Employee hereby agrees with Renesys as follows:

1. Confidential Information.

REDACTED

(d) "Intellectual Property" means all rights of every nature relating to intellectual property, including without limitation (i) all United States and foreign patents and patent applications now or hereafter filed (including continuations, continuations-in-part, divisionals, reissues, reexaminations and foreign counterparts thereof), and all rights with respect thereto, (ii) all Trade Secrets, (iii) all United States and foreign semiconductor mask work rights and registrations for such rights, and (iv) all copyrights and renewals thereof and other rights relating to literary or artistic works and data compilations (including without limitation author's and moral rights and rights of publicity and privacy).

REDACTED

JHC 3/10/04

REDACTED

(f) "Work Product" means all tangible and intangible results of (i) Employee's services hereunder or (ii) Employee's activities during the term of Employee's relationship with Renesys which either relate to Renesys's current or planned businesses or products or which are developed to any extent during working hours or with the use of any equipment, facilities, Confidential Information or other resources of Renesys.

2. Ownership of Work Product and Intellectual Property.

(a) Employee is performing services and creating Work Product hereunder at the instance of Renesys. It is therefore the parties' intention that Renesys is to own exclusively all rights and economic interests in the Work Product and all Intellectual Property embodied therein or related thereto. This Agreement is to be construed to the maximum extent possible to produce the foregoing result, including but not limited to the construction of any ambiguities so as to achieve said result.

(b) Accordingly, Employee agrees as follows:

- (i) All tangible Work Product which is a copyrightable work of authorship will be deemed a work made for hire owned by Renesys under United States copyright laws; if an invention, Work Product is deemed to be owned by Renesys upon creation.
- (ii) Employee will maintain adequate and current written records of all Work Product, which shall be available to and remain the property of Renesys at all times.
- (iii) Employee shall promptly and fully disclose in writing to Renesys all Trade Secrets, including without limitation inventions and works of authorship, which are related to the business activities of Renesys authored, conceived, created or reduced to practice by Employee (whether alone or jointly with others, whether during or outside the hours Employee is providing services, and whether or not by the use of Renesys's equipment or other resources) during the term of this Agreement or within six (6) months thereafter, whether or not patentable or copyrightable.
- (iv) Employee hereby assigns and agrees to assign, irrevocably and unconditionally, to the fullest extent permitted by law under any interpretation of the relationship between the parties, all right, title and interest (including without limitation all Intellectual Property rights embodied therein or associated therewith) in and to Work Product and in and to Trade Secrets which are related to the business activities of Renesys and are authored, conceived, created or reduced to practice by Employee during the term of this Agreement or which result within six (6) months thereafter from Confidential Information disclosed by Renesys.
- (v) Promptly upon request by Renesys and at Renesys's expense, Employee shall execute and deliver to Renesys all applications, assignments, agreements and other instruments and take such reasonable actions as Renesys may deem helpful to fully vest the foregoing rights in Renesys or to evidence such vesting. If Renesys is unable, after reasonable effort, to secure Employee's signature on any patent application, copyright registration or other similar document, Employee hereby irrevocably designates and appoints Renesys and its duly authorized representatives as Employee's agent and attorney-in-fact to execute and file any such application or registration and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registration and other forms of intellectual property protection with the same legal force and effect as if executed by Employee.
- (vi) Employee hereby waives in favor of Renesys and its assigns and licensees any and all artist's or moral rights he/she may have in respect of any Work Product pursuant to any local, state or federal laws or statutes of the United States and all similar rights under the laws of all jurisdictions. Without limiting the generality of the foregoing sentence, Employee specifically agrees that Renesys may modify or amend any Work Product and may remove any acknowledgement by name or otherwise that Employee was the author or creator of any Work Product.

(c) Renesys has no rights in or to inventions, ideas, concepts, discoveries, know-how or works of authorship (if any) which were conceived or created by Employee prior to the commencement of Employee's relationship with Renesys ("Prior Developments"). All Prior Developments of Employee which are owned wholly or partly by Employee and which could

reasonably be considered to be related to Renesys's current or planned businesses or products are listed and described with particularity on an attachment to this Agreement entitled Prior Developments and separately executed by Renesys and Employee. If this Agreement does not include a Prior Developments Attachment, Employee shall be conclusively deemed not to own any Prior Developments. Employee shall not incorporate any Prior Development into any Renesys product or service without the prior written authorization of Renesys, and if Employee does so, Renesys is hereby granted an unlimited, non-exclusive, worldwide, perpetual, irrevocable, royalty-free license, with unlimited sublicensing rights, to use such Prior Development in any manner Renesys may desire, including without limitation to make, have made, use, sell, offer to sell, import, reproduce, modify, create derivative versions of, distribute, publicly display and publicly perform such Prior Development.

REDACTED

REDACTED

6. Miscellaneous.

(a) The term "Renesys" shall mean Renesys and any person, corporation or other business entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Renesys.

(b) If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability in every other respect of such provision and of the remaining provisions shall not in any way be affected or impaired thereby. If a court determines that any provision herein is invalid, illegal or unenforceable, for any reason, such provision shall be deemed amended to the extent necessary to comply with such determination, and such provision, as so amended, shall be valid and binding as though the invalid, illegal or unenforceable portion had not been included herein. Neither party's role in the drafting or preparation of this Agreement shall affect the construction of this Agreement either in favor of or against either party.

(c) Employee recognizes that irreparable injury, which could not be adequately compensated by money damages, may result to Renesys if Employee breaches the promises Employee has made in this Agreement, and that Employee's employment is based on those promises. Employee therefore agrees that in the event of Employee's breach or threatened breach of any of those promises, Renesys shall be entitled to injunctive or other equitable relief restraining such breach or threatened breach, without having to prove (beyond entering this Agreement into evidence) either the fact of irreparable injury or the inadequacy of money damages. Such relief shall be without prejudice to any other remedy to which Renesys may be entitled.

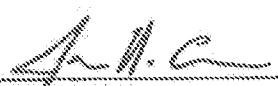
(d) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and legal representatives, may be amended only in writing, and shall be governed by and construed in accordance with the laws of the State of New Hampshire. Any action or proceeding arising out of or related to this Agreement shall be brought only in the state or federal courts which have jurisdiction and venue over the proceeding and the then location of Renesys's principal offices. Notwithstanding the foregoing, Renesys may in its sole discretion elect arbitration for the resolution of any or all disputes and/or issues that may arise under or in connection with this Agreement.

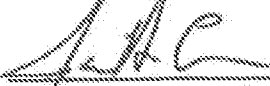
EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT AFFECTS SIGNIFICANT LEGAL RIGHTS. EMPLOYEE HAS READ AND FULLY UNDERSTANDS EACH PROVISION OF THIS AGREEMENT.

IN WITNESS WHEREOF, Employee and Renesys hereby execute this Agreement as of the date set forth below.

RENESYS CORPORATION

EMPLOYEE:

By: 
Authorized Signature
Name (Print or Type): JAMES H CAINE
CTO / DIRECTOR / COFOUNDER
This
Date: 10 MAR 2014


Name (Print or Type): JAMES H CAINE
Address: ROCKY
NEWTON, NH 03755
Date: 10 MAR 2014

BY: 
ASHTON PEERY
CEO
17 March 2014

Prior Developments Schedule

Employee should list and describe in detail any Prior Developments. If there are none, write "NONE".

[illegible]

RESEYS CORPORATION

EXPLORE:

By: [Signature]
Authorized Signature
Name (Print or Type) JAMES COLIE
Title CTD/REGULATORY/CORUNDUM

Name (Print or Type): JOYCE COLLIE

BY: 
 ASHTON PEERY
 CEO
 17 MARCH 2014

RENESYS CORPORATION

Employee Agreement

This Agreement is entered into by Renesys Corporation, a Delaware corporation ("Renesys"), and the employee whose name and address are set forth at the end of this Agreement ("Employee").

INTRODUCTION

Whereas, Renesys employs Employee as an employee:

Whereas, Renesys is in the business of providing realtime internet connectivity monitoring and reporting worldwide and has developed proprietary and valuable know-how, methodologies, materials and products:

Whereas, Employee's relationship with Renesys is one of confidence and trust and in that relationship Employee may have access to confidential information of Renesys (or information of others that is in Renesys's possession subject to obligations of confidentiality and/or nondisclosure), and may develop inventions, copyrightable works or other intellectual property assets for Renesys or for such third parties, the parties wish to agree on the confidentiality of such information, the ownership of such intellectual property assets, and certain other matters;

Now therefore, in consideration of the foregoing and as additional consideration for, and as a condition of, continued employment as an employee by Renesys, and of Employee's receipt of salary and/or other compensation from Renesys and other valuable consideration, and intending to be fully and legally bound, Employee hereby agrees with Renesys as follows:

1. Confidential Information.

REDACTED

(d) "Intellectual Property" means all rights of every nature relating to intellectual property, including without limitation (i) all United States and foreign patents and patent applications now or hereafter filed (including continuations, continuations-in-part, divisionals, reissues, reexaminations and foreign counterparts thereof), and all rights with respect thereto, (ii) all Trade Secrets, (iii) all United States and foreign semiconductor mask work rights and registrations for such rights, and (iv) all copyrights and renewals thereof and other rights relating to literary or artistic works and data compilations (including without limitation author's and moral rights and rights of publicity and privacy).

REDACTED

REDACTED

(f) "Work Product" means all tangible and intangible results of (i) Employee's services hereunder or (ii) Employee's activities during the term of Employee's relationship with Renesys which either relate to Renesys's current or planned businesses or products or which are developed to any extent during working hours or with the use of any equipment, facilities, Confidential Information or other resources of Renesys.

2. Ownership of Work Product and Intellectual Property.

(a) Employee is performing services and creating Work Product hereunder at the instance of Renesys. It is therefore the parties' intention that Renesys is to own exclusively all rights and economic interests in the Work Product and all Intellectual Property embodied therein or related thereto. This Agreement is to be construed to the maximum extent possible to produce the foregoing result, including but not limited to the construction of any ambiguities so as to achieve said result.

(b) Accordingly, Employee agrees as follows:

- (i) All tangible Work Product which is a copyrightable work of authorship will be deemed a work made for hire owned by Renesys under United States copyright laws; if an invention, Work Product is deemed to be owned by Renesys upon creation.
- (ii) Employee will maintain adequate and current written records of all Work Product, which shall be available to and remain the property of Renesys at all times.
- (iii) Employee shall promptly and fully disclose in writing to Renesys all Trade Secrets, including without limitation inventions and works of authorship, which are related to the business activities of Renesys authored, conceived, created or reduced to practice by Employee (whether alone or jointly with others, whether during or outside the hours Employee is providing services, and whether or not by the use of Renesys's equipment or other resources) during the term of his employment, the Consulting Period under the letter agreement dated _____ to which this agreement is attached, or within six (6) months thereafter, whether or not patentable or copyrightable, excluding information about which the Company already knows or reasonably should know.
- (iv) Employee hereby assigns and agrees to assign, irrevocably and unconditionally, to the fullest extent permitted by law under any interpretation of the relationship between the parties, all right, title and interest (including without limitation all Intellectual Property rights embodied therein or associated therewith) in and to Work Product and in and to Trade Secrets which are related to the business activities of Renesys and are authored, conceived, created or reduced to practice by Employee during the term of his employment, the Consulting Period under the letter agreement dated 1/2/94 to which this agreement is attached, or which result within six (6) months thereafter from Confidential Information disclosed by Renesys.
- (v) Promptly upon request by Renesys and at Renesys's expense, Employee shall execute and deliver to Renesys all applications, assignments, agreements and other instruments and take such reasonable actions as Renesys may deem helpful to fully vest the foregoing rights in Renesys or to evidence such vesting. If Renesys is unable, after reasonable effort, to secure Employee's signature on any patent application, copyright registration or other similar document, Employee hereby irrevocably designates and appoints Renesys and its duly authorized representatives as Employee's agent and attorney-in-fact to execute and file any such application or registration and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright registration and other forms of intellectual property protection with the same legal force and effect as if executed by Employee.

(vi) Employee hereby waives in favor of Renesys and its assigns and licensees any and all artist's or moral rights he/she may have in respect of any Work Product pursuant to any local, state or federal laws or statutes of the United States and all similar rights under the laws of all jurisdictions. Without limiting the generality of the foregoing sentence, Employee specifically agrees that Renesys may modify or amend any Work Product and may remove any acknowledgement by name or otherwise that Employee was the author or creator of any Work Product.

(c) Renesys has no rights in or to inventions, ideas, concepts, discoveries, know-how or works of authorship (if any) which were conceived or created by Employee prior to the commencement of Employee's relationship with Renesys ("Prior Developments"). All Prior Developments of Employee which are owned wholly or partly by Employee and which could reasonably be considered to be related to Renesys's current or planned businesses or products are listed and described with particularity on an attachment to this Agreement entitled Prior Developments and separately executed by Renesys and Employee. If this Agreement does not include a Prior Developments Attachment, Employee shall be conclusively deemed not to own any Prior Developments. Employee shall not incorporate any Prior Development into any Renesys product or service without the prior written authorization of Renesys, and if Employee does so, Renesys is hereby granted an unlimited, nonexclusive, worldwide, perpetual, irrevocable, royalty-free license, with unlimited sublicensing rights, to use such Prior Development in any manner Renesys may desire, including without limitation to make, have made, use, sell, offer to sell, import, reproduce, modify, create derivative versions of, distribute, publicly display and publicly perform such Prior Development. Notwithstanding anything else in this Agreement, this Agreement does not include within its scope any Work Product created by Employee following the termination of Employee's Consulting Period with the Company under the letter agreement dated 1/21/2014 to which this Agreement is attached.

REDACTED

REDACTED

6. Miscellaneous.

(a) The term "Renesys" shall mean Renesys and any person, corporation or other business entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Renesys.

(b) If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability in every other respect of such provision and of the remaining provisions shall not in any way be affected or impaired thereby. If a court determines that any provision herein is invalid, illegal or unenforceable, for any reason, such provision shall be deemed amended to the extent necessary to comply with such determination, and such provision, as so amended, shall be valid and binding as though the invalid, illegal or unenforceable portion had not been included herein. Neither party's role in the drafting or preparation of this Agreement shall affect the construction of this Agreement either in favor of or against either party.

(c) Employee recognizes that irreparable injury, which could not be adequately compensated by money damages, may result to Renesys if Employee breaches the promises Employee has made in this Agreement, and that Employee's employment is based on those promises. Employee therefore agrees that in the event of Employee's breach or threatened breach of any of those promises, Renesys shall be entitled to injunctive or other equitable relief restraining such breach or threatened breach, without having to prove (beyond entering this Agreement into evidence) either the fact of irreparable injury or the inadequacy of money damages. Such relief shall be without prejudice to any other remedy to which Renesys may be entitled.

(d) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and legal representatives, may be amended only in writing, and shall be governed by and construed in accordance with the laws of the State of New Hampshire. Any action or proceeding arising out of or related to this Agreement shall be brought only in the state or federal courts which have jurisdiction and venue over the proceeding and the then location of Renesys's principal offices. Notwithstanding the foregoing, Renesys may in its sole discretion elect arbitration for the resolution of any or all disputes and/or issues that may arise under or in connection with this Agreement.

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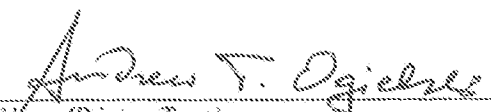


Authorized Signature
Ashton Kelly

Name (Print or Type)
CEO

Title
28 January 2014

Date



Name (Print or Type)
ANDREW T. OGIELSKI

Date 23 JANUARY 2014

Pre-Deployment Checklist

Employee should list and describe in detail any Prior Developments. If there are none, write "NONE".

[illegible]

~~Authorized Signature~~

Name (Print or Type)

Title

Date _____

Name (Print or Type)

11/22/2023 7:00 AM

Date _____

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REDACTED

copy of every agreement that may be relevant to Employee's employment with Renesys, including without limitation any noncompetition agreement, employment agreement, proprietary rights or inventions assignment agreement, nondisclosure agreement and the like, and Employee will comply with its obligations under all such agreements.

(b) Employee does not possess Confidential Information of others except for Confidential Information retained in unaided memory without the assistance of any device or tangible record, and will not use, disclose to or use on behalf of Renesys, or induce Renesys to use any such Confidential Information of others in connection with Employee's employment by Renesys.

6. Miscellaneous.

(a) The term "Renesys" shall mean Renesys and any person, corporation or other business entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Renesys.

(b) If any provision of this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability in every other respect of such provision and of the remaining provisions shall not in any way be affected or impaired thereby. If a court determines that any provision herein is invalid, illegal or unenforceable, for any reason, such provision shall be deemed amended to the extent necessary to comply with such determination, and such provision, as so amended, shall be valid and binding as though the invalid, illegal or unenforceable portion had not been included herein. Neither party's role in the drafting or preparation of this Agreement shall affect the construction of this Agreement either in favor of or against either party.

(c) Employee recognizes that irreparable injury, which could not be adequately compensated by money damages, may result to Renesys if Employee breaches the promises Employee has made in this Agreement, and that Employee's employment is based on those promises. Employee therefore agrees that in the event of Employee's breach or threatened breach of any of those promises, Renesys shall be entitled to injunctive or other equitable relief commencing such breach or threatened breach, without having to prove (beyond entering this Agreement into evidence) either the fact of irreparable injury or the inadequacy of money damages. Such relief shall be without prejudice to any other remedy to which Renesys may be entitled.

(d) This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors, assigns and legal representatives, may be amended only in writing, and shall be governed by and construed in accordance with the laws of the State of New Hampshire. Any action or proceeding arising out of or related to this Agreement shall be brought only in the state or federal courts which have jurisdiction and venue over the proceeding and the then location of Renesys's principal offices. Notwithstanding the foregoing, Renesys may in its sole discretion elect arbitration for the resolution of any or all disputes and/or issues that may arise under or in connection with this Agreement.

EMPLOYEE UNDERSTANDS AND ACKNOWLEDGES THAT THIS AGREEMENT AFFECTS SIGNIFICANT LEGAL RIGHTS. EMPLOYEE HAS READ AND FULLY UNDERSTANDS EACH PROVISION OF THIS AGREEMENT.

IN WITNESS WHEREOF, Employee and Renesys hereby execute this Agreement as of the date set forth below.

RENESYS CORPORATION

EMPLOYEE:

By: Andrew P. Ogelski
Authorized Signature
ANDREW P. OGELSKI
Name (Print or Type)
TREASURER
Title
28 JANUARY 2005
Date

Alin Popescu
Name (Print or Type) ALIN C. POPESCU
Address:
100 MASCOMA ST.
LEBANON NH 03766
Date: 01/28/2005

Prior Developments Schedule

Employer should list and describe in detail any Prior Developments. If there are none, write "NONE".

[illegible]

RENESSYS CORPORATION

INDEX

By Andrew T. Ogicls
Authorized Signature
ANDREW T. OGICLS
Name (Print or Type)
PRO SECTOR
Title

Name (Print or Type) 01/28/2005