

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3561237

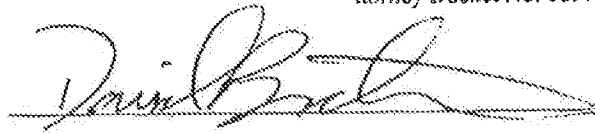
<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	DAVID F. PARE	09/16/2002
	DAVID L. BIDERMAN	10/06/2007
	STEPHEN LOOMIS	05/11/2005
	SCOTT K. BROWN	04/11/2005
	MICHAEL WISE	04/11/2005
	DAVID WEXELBLAT	02/16/2005
	CONOR P. CAHILL	02/22/2005
	DAVID S. BILL	04/07/2005
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	AMERICA ONLINE, INC.	
<b>Street Address:</b>	22000 AOL WAY	
<b>City:</b>	DULLES	
<b>State/Country:</b>	VIRGINIA	
<b>Postal Code:</b>	20166	
<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	14872079	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(202)408-4400	
<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>		
<b>Phone:</b>	2024084000	
<b>Email:</b>	MICHELLE.MURRAY@FINNEGAN.COM	
<b>Correspondent Name:</b>	AOL INC./FINNEGAN & HENDERSON LLP	
<b>Address Line 1:</b>	901 NEW YORK AVENUE, NW	
<b>Address Line 4:</b>	WASHINGTON, D.C. 20001	
<b>ATTORNEY DOCKET NUMBER:</b>	10587.0861-03000	
<b>NAME OF SUBMITTER:</b>	CHRISTOPHER C. JOHNS	
<b>SIGNATURE:</b>	/CHRISTOPHER C. JOHNS/	

<b>DATE SIGNED:</b>	10/08/2015
<b>Total Attachments: 16</b> source=10587-0861-03000---Assignment#page1.tif source=10587-0861-03000---Assignment#page2.tif source=10587-0861-03000---Assignment#page3.tif source=10587-0861-03000---Assignment#page4.tif source=10587-0861-03000---Assignment#page5.tif source=10587-0861-03000---Assignment#page6.tif source=10587-0861-03000---Assignment#page7.tif source=10587-0861-03000---Assignment#page8.tif source=10587-0861-03000---Assignment#page9.tif source=10587-0861-03000---Assignment#page10.tif source=10587-0861-03000---Assignment#page11.tif source=10587-0861-03000---Assignment#page12.tif source=10587-0861-03000---Assignment#page13.tif source=10587-0861-03000---Assignment#page14.tif source=10587-0861-03000---Assignment#page15.tif source=10587-0861-03000---Assignment#page16.tif	

## ASSIGNMENT

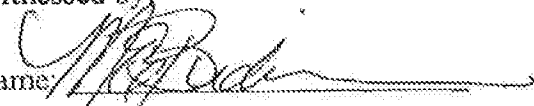
For valuable consideration, we, DAVID F. PARE, of 15 Hermann Apt. #607 San Francisco, CA 94102; DAVID L. BIDERMAN, of 1619 Glenfield Drive, San Jose, CA 95125 STEPHEN LOOMIS, of 18411 Sierra Springs Sqr Leesburg, VA 20176; SCOTT K. BROWN, of 43264 Augustine Place Ashburn, VA 20147; MICHAEL WISE, of 2820 Arizona Avenue, N.W. Washington, DC 20016; DAVID WEXELBLAT, of 1811 Vance Place Vienna, VA 22182; CONOR P. CAHILL, of 38580 Daymont Lane Waterford, VA 20197; DAVID S. BILL, of 448 Valley Street San Francisco, CA 94131; hereby assign to AMERICA ONLINE, INC., a corporation of Delaware, having a place of business at 22000 AOL Way Dulles, VA 20166, and its successors and assigns (collectively hereinafter called "the Assignee"), the entire right, title and interest throughout the world in the inventions and improvements which are subject of an application for United States Patent signed by us, entitled A SYSTEM AND METHOD FOR USING A STREAMING PROTOCOL, filed December 22, 2004, and assigned U.S. Serial Number 11/019,124, this assignment including said application, any and all United States and foreign patents, utility models, and design registrations granted for any of said inventions or improvements, and the right to claim priority based on the filing date of said application under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, and all other treaties of like purposes; and we authorize the Assignee to apply in all countries in our name or in its own name for patents, utility models, design registrations and like rights of exclusion and for inventors' certificates for said inventions and improvements; and we agree for ourselves and our respective heirs, legal representatives and assigns, without further compensation to perform such lawful acts and to sign such further applications, assignments, Preliminary Statements and other lawful documents as the Assignee may reasonably request to effectuate fully this assignment.

Date: 10/6/2007



DAVID L. BIDERMAN

Witnessed by:

Name: 

Date: 10/06/07

IN WITNESS WHEREOF, I hereto set my hand and seal at 22260 Pacific Blvd, Dulles, VA  
 this 11th day of MAY, 2005

 L.S.  
 STEPHEN LOOMIS

State of Virginia :  
 : ss.

County of London :

Before me this 11th day of May, 2005, personally  
 appeared STEPHEN LOOMIS known to me to be the person whose name is subscribed to the  
 foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
 the purposes therein contained.

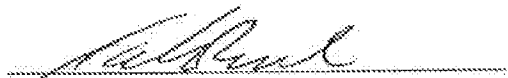
Signature witnessed by:

5/11/05  
 Date

WITNESS:

Printed Name:

Address:

  
Tabea Buhl  
7707 Wisconsin Ave. #724  
Bethesda, MD 20814

IN WITNESS WHEREOF, I hereto set my hand and seal at Dulles, VA  
this 11 day of Apr. 1, 20 05  
SCOTT K. BROWN LS.

State of VA :  
County of London :  
SS.

Before me this 11 day of Apr. 1, 20 05, personally  
appeared SCOTT K. BROWN known to me to be the person whose name is subscribed to the  
foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

Signature witnessed by:

4/11/05  
Date

WITNESS:

Printed Name:

Address:

Abiyis Dico  
46582 Drysdale Terrace #301  
Sterling, VA 20165

IN WITNESS WHEREOF, I hereto set my hand and seal at 6:00 AM,  
 this 11<sup>th</sup> day of April, 2005  
[Signature] L.S.  
 MICHAEL WISE

State of Singapore :  
 : ss.  
 County of \_\_\_\_\_ :

Before me this 11<sup>th</sup> day of April, 2005, personally  
 appeared MICHAEL WISE known to me to be the person whose name is subscribed to the  
 foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
 the purposes therein contained.

Signature witnessed by:

4-11-2005  
 Date  
 WITNESS: [Signature]  
 Printed Name: David Bill  
 Address: 448 Valley St  
SF CA 94131

IN WITNESS WHEREOF, I hereto set my hand and seal at Dalles, VA,  
this 16 day of February, 2005  
[Signature] L.S.  
DAVID WEXELBLAT

State of Virginia :  
: ss.  
County of LOUDON :

Before me this 16 day of FEBRUARY, 2005, personally  
appeared DAVID WEXELBLAT known to me to be the person whose name is subscribed to the  
foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

Signature witnessed by:

2/16/05  
Date

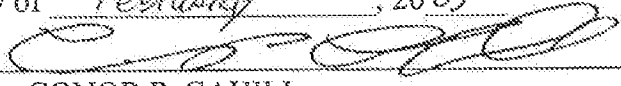
WITNESS:

Printed Name:

Address:

[Signature]  
JASON HEDGECOCK  
22000 AOL WAY  
DALLAS, VA 20005



IN WITNESS WHEREOF, I hereto set my hand and seal at Dulles, VA,  
this 22 day of February, 2005  
  
\_\_\_\_\_  
CONOR P. CAHILL L.S.

State of VA :  
SS.

County of Loudoun :

Before me this 22 day of February, 2005, personally  
appeared CONOR P. CAHILL known to me to be the person whose name is subscribed to the  
foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
the purposes therein contained.

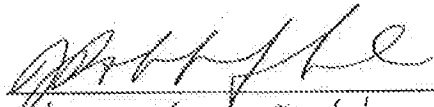
Signature witnessed by:

2-22-05  
Date

WITNESS:

Printed Name:

Address:

  
Jennifer Dobbertin  
22000 Aol Way  
Dulles, VA 20116

IN WITNESS WHEREOF, I hereto set my hand and seal at 6:30pm  
 this 7th day of April, 20 05  
DAVID S. BILL L.S.

State of CA :  
 : ss.  
 County of San Francisco :

Before me this 7th day of April, 20 05, personally  
 appeared DAVID S. BILL known to me to be the person whose name is subscribed to the  
 foregoing Assignment and acknowledged that he executed the same as his free act and deed for  
 the purposes therein contained.

Signature witnessed by:

4/7/05  
 Date

WITNESS: [Signature]  
 Printed Name: RACHEL WEDINGER  
 Address: 3127 WASHINGTON ST  
SAN FRANCISCO, CA 94115

40267408.doc



## Confidentiality, Non-Competition and Proprietary Rights Agreement (California Corporations)

For our Company, people are the most important asset. That is because, in our competitive environment, we rely distinctly on your intellect and inventiveness. Your creativity, enterprise and common sense help us succeed against intense competition; your monetary compensation and benefits package, as well as community-building events within the Company, reflect this value. We invest millions in distribution, marketing and infrastructure to advance our activities. We invest in you. We take the risk that these will pay off. It is not our intent to underwrite entrepreneurship that will not end up profiting the Company. In other words, work done on company time belongs to the Company.

*It is to protect our investment in you that we ask you to read, undergo and sign the following agreement, which is a condition of your employment.*

Effective 7/16/00 in consideration for the agreement of America Online, Inc. its subsidiaries and Affiliates (the "Company") to employ me and as a condition to my continued employment by the Company, I hereby agree as follows:

### 1. Definitions:

- a) "The Company" means America Online, Inc. (AOL) and the subsidiaries and Affiliates of America Online, Inc. "Affiliate" shall mean: (i) any corporation, company or other entity more than thirty-three percent (33%) of whose outstanding shares or securities are, now or hereafter, owned or controlled, directly or indirectly, by AOL and its Affiliates, and (ii) any partnership, joint venture, unincorporated association or limited liability company more than fifty percent (50%) of whose ownership interest is now or hereafter owned or controlled in the aggregate, directly or indirectly, by AOL and its Affiliates.
- b) "Proprietary Information" means any information that I may be furnished or may otherwise receive or have access to which relates to the Company's business, finances, business plans, business opportunities, past, present or future products, software, research, development, improvements, inventions, processes, techniques, designs or other technical data, administrative, management, financial, marketing, member information, or manufacturing activities of the Company or of a third party which provided proprietary information to the Company on a confidential basis. All such information is considered by the Company to be proprietary and confidential.

2. Confidentiality. Both during my employment with the Company and subsequent thereto, I agree to preserve and protect the confidentiality of the Proprietary Information and all physical forms thereof, whether disclosed to me before this Agreement is signed or afterward. In addition, I shall not (i) disclose or disseminate the Proprietary Information to any third party, including employees of the Company, without a need to know; (ii) remove Proprietary Information from the Company's premises other than as necessary for the performance of my duties; or (iii) use Proprietary Information for my own benefit or for the benefit of any third party.

3. Exceptions. The foregoing obligations shall not apply to any information which I can establish to have (i) become publicly known or made generally available to the public without breach of this Agreement by me or misconduct by others who were under a confidentiality obligation as to the item or items involved; (ii) been given to me by a third party who is not obligated to maintain confidentiality; or (iii) been developed by me prior to the date this Agreement is signed, as established by Exhibit B hereto. If I receive information with uncertain confidentiality, I agree to treat such information as Proprietary Information until I have written verification from management of the Company that such information is neither confidential nor proprietary.

4. Ownership and Returning Proprietary Information. I agree that all Proprietary Information used or generated during the course of working for the Company is the property of the Company. I agree to deliver to the Company all documents and other tangibles (including diskettes and other storage media) containing Proprietary Information



## Confidentiality, Non-Competition and Proprietary Rights Agreement (California Corporations)

immediately upon leaving the employ of the Company or otherwise within three (3) days after the Company so requests. I agree to sign and deliver to the Company the "Termination Certificate" attached hereto as Exhibit C.

### 5. Assignment

- (a) I acknowledge and agree that all works of authorship, including without limitation throughout this Agreement, all designs, techniques, devices, discoveries, processes, software, writings, inventions, improvements or documentation and all related know how, produced, made, conceived or authored by me, solely or jointly with others, in the course of my employment with the Company together with any intellectual property rights on the works of authorship, are works made for hire and the property of the Company if such works (i) relate in any manner, at the time the work is conceived or reduced to practice, to the actual or anticipated business, research, or development of the Company; (ii) are suggested by or result from any task assigned to me or work performed by me for or on behalf of the Company; or (iii) are created or developed with the use of the Company equipment, supplies, facilities, information or materials. I shall disclose any such works of authorship promptly to the Company and hereby assign any and all rights in such works to the Company or its assignees.
- (b) To the extent that any such works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by me to the Company of the ownership of, and all right, title and interest in, such items, and the Company shall have the right to obtain and hold in its own name, all intellectual property rights, including without limitation, patent, trade secret, copyright and similar protections which may be available in such works throughout the world.
- (c) I agree that all works of authorship made by me, solely or jointly with others, after the date that this Agreement terminates that are based on or contain Proprietary Information of the Company shall belong to the Company, and I promise to assign any and all rights in such future works of authorship to the Company. For the purposes of this subparagraph, a work of authorship is based on the Proprietary Information of the Company if the work derives from or incorporates any such information in principle or design.
- (d) I agree to assign to the Company all rights in any other work of authorship made by me if the Company is required to grant those rights to the United States Government or any of its agencies.
- (e) I agree to assist the Company, or its designee or assignee, at the Company's expense, in every proper way to secure the Company's rights in such works of authorship and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oath, assignment and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such works of authorship, and any copyright, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement.
- (f) In the event the Company is unable due to my subsequent disability or incapacity or for any other reason whatsoever to secure my signature to any lawful and necessary document required to apply for, register or execute any patent, copyright or other applications with respect to any such works of authorship, I hereby irrevocably appoint the Company and its duly authorized officers and agents as my agents and attorneys-in-fact to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by me.



## Confidentiality, Non-Competition and Proprietary Rights Agreement (California Corporations)

- (g) This Agreement does not apply to any work of authorship which qualifies fully as nonassignable work of authorship under the provisions of Section 2870 of the California Labor Code (see Exhibit A).
6. Ongoing Disclosure of Works of Authorship. In order to permit the Company to claim rights to which it may be entitled, I agree to disclose to the Company in writing and in confidence (a) all inventions or works of authorship that I make, either solely or jointly with others, during the term of my employment with the Company, including without limitation any work of authorship that I believe is excluded from this Agreement under California Labor Code, Section 2870, and (b) all patent and copyright applications filed by me during, or within one year after the termination, of my employment. I also agree to submit to a reasonable and confidential review process under which the Company may determine such issues as may arise under this paragraph.
7. Prior Inventions. All inventions, original works of authorship, developments, improvements, and trade secrets which were made by me before my employment with the Company (collectively referred to as "Prior Inventions") are listed and described in Exhibit B hereto. These items are excluded from this Agreement. If no such list is attached, I represent that there are no such Prior Inventions. If in the course of my employment with the Company, I incorporate into a Company product, process or code a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or code.
8. Outside Activities. I understand that I may continue to work on, and retain rights to, projects of my own interest outside of the Company provided that (i) they do not fall under Paragraph 5 (a) above; (ii) they do not fall under Paragraph 9 ("Competitive Employment") below; (iii) they do not interfere in any way with my performance at work for the Company; and (iv) should any products with potential commercial application result from any such project, the Company shall be given the right of first refusal to purchase and market such products.
9. Competitive Employment. While employed by the Company, I will not, within the United States or any country in which the Company or a license of the Company is then operating or preparing to operate, (1) directly or indirectly participate in the ownership, control or management of any business that competes in any way with the business of the Company, or (2) be employed by any such business in any capacity such that my job duties would make such employment competitive with the business interests of the Company.
10. Competitive Employment Outside the State of California. For a period of one (1) year following the termination of my employment with the Company, if my place of business, employment or residence is located outside the State of California, I will not, within the United States or any country in which the Company or a license of the Company is then operating or preparing to operate, (1) directly or indirectly participate in the ownership, control or management of any business that competes in any way with the business of the Company, or (2) be employed by any such business in any capacity such that my job duties would make such employment competitive with the business interests of the Company.
11. No Conflicting Obligations. My performance of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me prior to my employment with the Company. Further, my performance of this Agreement and as an employee of the Company does not and will not breach any prior agreement by me not to compete with the business of any other company. I will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employer or other person or entity. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I will not enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement. I hereby agree to indemnify and hold the Company harmless from and against any and all damages, claims, costs, and expenses, including reasonable



## Confidentiality, Non-Competition and Proprietary Rights Agreement (California Corporations)

attorneys' fees, based on or arising, directly or indirectly, from the breach of any agreement or understanding between me and another person or company; this includes, but is not limited to, liability for the Company arising from or based on any confidential or proprietary information or trade secrets I have obtained from sources other than the Company and liability for the Company arising from or based on any non-competition agreement that I have signed with any other business or entity. In addition, I hereby authorize the Company to provide a copy of this agreement to any new employers upon request, and I agree to provide such information as the Company may from time to time request to determine my compliance with this agreement.


12. Non-solicitation. While working for the Company and for one year after any termination of my employment with the Company, I will not (a) attempt, directly or indirectly, to induce or attempt to influence any employee of the Company to leave the Company's employ; or (b) solicit business from any of the Company's customers, either directly or indirectly, for the benefit of anyone other than the Company; nor will I participate or assist in any way in the solicitation of business from any such customers as an employee of or consultant to another entity, unless the business being solicited is not in competition with the services the Company provides to such customers. In addition, I acknowledge and agree that any and all "goodwill" associated with any Company customer account belongs exclusively to the Company, including, but not limited to, any goodwill created as a result of direct or indirect contacts or relationships between me (or the employees I supervise at the Company) and any customers of the Company.
13. "AT WILL" EMPLOYMENT STATUS. I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS ON AN AT-WILL BASIS, MEANING THAT EITHER I OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE OR NOTICE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, I ALSO UNDERSTAND THAT NOTHING IN THIS AGREEMENT IS INTENDED TO CREATE A GUARENTEE OF CONTINUED EMPLOYMENT AND SHOULD NOT BE CONSTRUED AS SUCH UNDER ANY CONDITIONS.
14. Survival. With the exception of my obligations under Paragraphs 10 ("Competitive Employment Outside the State of California") and 12 ("Non-Solicitation"), all terms of this Agreement shall survive the termination of my employment for any reason for a period of five (5) years after such termination. Notwithstanding the foregoing, my obligations under Paragraph 2 ("Confidentiality"), 3 ("Exceptions") and 5 ("Assignment") shall survive such five (5) year period and shall remain in effect in perpetuity.
15. Specific Performance. I acknowledge and agree that a breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law. Accordingly, I agree that the Company shall be entitled to injunctive relief and/or a decree of specific performance, or other equitable relief to prevent the violation of my obligations herein in addition to any other right or remedy that may be available (including monetary damages if appropriate).
16. Attorney's Fees. Should I be found liable for any action taken to enforce this agreement, I will reimburse the Company for its reasonable attorneys' fees and court costs.
17. Waiver. No act or failure to act by the Company will waive any right contained herein. Any waiver by the Company must be in writing and signed by an officer of the Company to be effective.
18. Assignment. This Agreement may be assigned by the Company at any time without my consent, and shall be binding upon all successors and assigns of the Company and upon my heirs, executors and administrators. I may not assign or delegate my duties under this Agreement without the Company's prior written approval and only then to an assignee who agrees in writing to be bound by all the terms of this Agreement.



## Confidentiality, Non-Competition and Proprietary Rights Agreement (California Corporations)

19. Severability. The provisions of this Agreement are severable. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held overbroad or invalid by a court or arbitrator with jurisdiction over the parties to this Agreement, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with the applicable law. The remaining provisions of the Agreement shall continue in full force and effect.
20. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia.
21. Entire Agreement. This document, including Schedule A attached hereto, constitutes my entire agreement with the Company with respect to its subject matter, superseding any prior negotiations and agreements. No provisions of this Agreement may be changed except by a written agreement signed by both me and an officer of the Company:

Employee

  
\_\_\_\_\_  
Signature David Perez  
\_\_\_\_\_  
Print Name  
8/16/00  
\_\_\_\_\_  
Date

America Online, Inc.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Print Name  
\_\_\_\_\_  
Date



## Confidentiality, Non-Competition and Proprietary Rights Agreement (California Corporations)

### Exhibit A

#### LIMITED EXCLUSION NOTIFICATION

This is to notify you in accordance with Section 2870 of the California Labor Code that the Confidential Information/Non Competition/Proprietary Rights Agreement (the "Agreement") between you and America Online, Inc. its affiliates and subsidiaries (the "Company") does not require you to assign or offer to assign to the Company your rights in any invention or work of authorship that you develop entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

1. Relate, at the time of conception or reduction to practice of the invention or work of authorship, to the Company's business, or to the actual or demonstrably anticipated research or development of the Company; or
2. Result from any work performed by you for the Company.

To the extent a provision in the Agreement purports to require you to assign an invention otherwise excluded from being required to be assigned under the preceding paragraph, the provision is against the public policy of the State of California and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

Employee

Witness

Signature

Print Name

Date





**Confidentiality, Non-Competition  
and Proprietary Rights Agreement (California Corporations)**

**Exhibit B**

**LIST OF PRIOR INVENTIONS  
AND ORIGINAL WORKS OF AUTHORSHIP**

Title	Date	Identifying Number or Brief Description
① IP & Software & Data for Progate.com website		
② IP (patents & software) for biometric pos system for Intros, inc. (A.K.A. Smart touch)		

\_\_\_\_\_ No inventions or improvements

\_\_\_\_\_ Additional Sheets Attached

*David PARE*  
Signature of Employee

DAVID PARE  
Print Name of Employee

9/16/02  
Date



## Confidentiality, Non-Competition and Proprietary Rights Agreement (California Corporations)

### Exhibit C

#### TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to America Online, Inc., its parent, subsidiaries, affiliates, successors or assigns (together, the "Company").

I further certify that I have complied with all the terms of the Confidential Information/Non-Competition/Proprietary Rights Agreement (the "Agreement") signed by me, including the reporting of any inventions and original works of authorship (as defined therein), conceived or made by me (solely or jointly with others) covered by the Agreement.

I further agree that, in compliance with the Agreement, I will preserve as confidential all Proprietary Information (as defined therein) of the Company, including any confidential information relating to the Company's products, software, research, development, inventions, processes, techniques or designs or other technical data, administrative, management, financial, marketing, member information, or manufacturing activities of the Company or of a third party which provided Proprietary Information to the Company on a confidential basis.

I further agree that for twelve (12) months from this date, I will not initiate any contact with any of the Company's employees in order to solicit, induce, recruit or encourage any of the Company's employees to leave their employment.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Print Name of Employee

\_\_\_\_\_  
Date