

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3583468

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	EMPLOYMENT AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>			<b>Execution Date</b>
SHIPRA RASTOGI			06/12/2009
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KLOX TECHNOLOGIES INC.		
<b>Street Address:</b>	275, BOUL. ARMAND FRAPPIER		
<b>City:</b>	LAVAL, QUEBEC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H7V 4A7		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Application Number:</b>	13830488		
<b>Application Number:</b>	14390015		
<b>Application Number:</b>	14395374		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)235-9492		
<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>Email:</b>	maria.marley@ropesgray.com		
<b>Correspondent Name:</b>	ROPES & GRAY LLP		
<b>Address Line 1:</b>	1211 AVENUE OF THE AMERICAS		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	108455-VARIOUS CASES		
<b>NAME OF SUBMITTER:</b>	MARIA E. MARLEY		
<b>SIGNATURE:</b>	/MARIA E. MARLEY/		
<b>DATE SIGNED:</b>	10/23/2015		
<b>Total Attachments: 5</b>			
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## CONFIDENTIALITY AGREEMENT

ENTERED INTO \_\_\_\_\_, THIS \_\_\_\_\_

**BETWEEN: KLOX TECHNOLOGIES Inc.**

759 Square Victoria  
Montreal (Quebec)  
H2Y 2J7

(hereinafter the "Company")

**AND:**

**Shipra Rastogi**

3095 Edouard Montpetit, apt. 114  
Laval, QC H7T 1V3

(hereinafter the "Employee")

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### PREAMBLE

**WHEREAS** the Employee has held a position with the Company since November 3<sup>rd</sup> 2008, or about this date;

**WHEREAS** the nature of the Company's activities involves and will continue to involve the research, development, creation, discovery or invention and the circulation of "confidential information" (as defined hereafter);

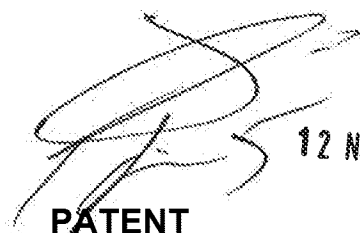
**WHEREAS** in the course or on the occasion of his employment with the company, the Employee will or may have access to said "confidential information," or may participate, directly or indirectly, in its discovery, creation, invention or development;

**WHEREAS** the Employee acknowledges and accepts that it is legitimate for the Company to protect its property rights to and the confidentiality of said "confidential information" given the nature of its past, present and future activities;

**NOW THEREFORE**, the parties agree as follows:

1- The above preamble constitutes an integral part of this Agreement.

2- **DEFINITIONS**



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The parties recognize the following definitions for the application of these presents:

- 2.1 **"Agreement"** shall mean this confidentiality agreement, including all its appendices, attachments or insertions by reference, which appendices, attachments or insertions may be specified, completed, replaced or amended from time to time to reflect the activities of the Company without, however, modifying or limiting the generality of the obligations contained in this Agreement.
- 2.2 **"Employment" or "Contract of employment"** shall mean indiscriminately the contractual relation existing between the Company and the Employee for the compensated lease and hire of the personal services of the latter, whether or not such contractual relation is noted in writing, and including any continuity and reappointment of said contractual relation.
- 2.3 **"Confidential information"** shall mean any and all information that concerns or forms part of the activities of the Company, whether verbal, in writing or otherwise retained, irrespective of its origin or destination or of its author, whether it is issued by the Company itself, by its employees or by the partners, consultants or contributors with which the Company maintains or may maintain business, scientific or technical relations.


Without limiting the generality of the foregoing, it specifically comprises any and all information in respect of any and all projects, ideas, procedures, technologies, methods, products, scientific formulas, patents, trademarks, inventions, creations, discoveries, research findings, tests, studies, reports, notes or other documents, whether or not they are contained or recorded in any title right.

It also includes any and all information that concerns the Company itself, namely its commercial, scientific or technical activities, its achievements, past or present, its objectives, projects, plans, budgets, including any and all information related to its clients, its employees or the partners, consultants and contributors with which the Company maintains or may maintain business, scientific or technical relations.

However, it does not include any information that is in the public domain and publicly confirmed by the Company, expressly or tacitly, as well as any information that was known to the Employee prior to commencing employment with the Company, without having committed a wrongful act.

- 2.4 **"Intellectual property"** shall mean any and all inventions, discoveries, creations, ideas, procedures, methods, techniques, products, scientific formulas, research work or other information, or other writing, forming part or liable to form part, in any phase whatsoever, of a patent, letters patent, a copyright, trademark, goodwill or any other similar right, under provincial, federal or foreign legislation.

### 3- Acknowledgement of the Company's property right

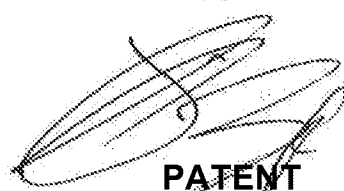
  
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- 3.1 The Employee acknowledges that any and all "confidential information" as well as any and all "intellectual property" forming part of, arising or resulting, directly or indirectly, from the performance or on the occasion of his employment with the Company, belongs exclusively, absolutely and permanently to the Company.
- 3.2 The Employee undertakes never to obstruct in any way whatsoever, or to attempt to appropriate, directly or indirectly, any right to "intellectual property" whatsoever in respect of any "confidential information" whatsoever, irrespective of the origin, destination or author of said "confidential information," whether it is issued by the Company itself, by its employees or by the partners, consultants or contributors with which the Company maintains or may maintain business, scientific or technical relations.

The Employee recognizes that such undertaking on his part must be respected throughout the term of his employment with the Company, and at all times after the termination of said employment.

#### 4- Confidentiality and non-disclosure

- 4.1 The Employee undertakes to keep strictly confidential, to refrain from disclosing to any person and to refrain from using, directly or indirectly, any "confidential information" whatsoever, except in the following cases only:
- a) in the context of what is absolutely necessary for the performance of his functions in the Company;
  - b) in the context of what is contained in a written authorization provided in advance by the authorized representatives of the Company;
  - c) in the context of what is formally demanded of him by a judge, court of law or government agency at a proceeding in which the Company itself is involved or for any reason is summoned to appear.
- 4.2 The obligations set forth in Section 4.1 above shall be fully respected by the Employee during the entire term of his employment as well as for a period of two (2) full years following the termination date of his employment, whether employment is terminated as a result of the Employee resigning, being dismissed, being laid off or for any other reason, provided always that any Confidential Information which constitutes a trade secret shall continue to be subject to the terms of this Agreement in perpetuity
- 4.3 The Employee and the Company recognize that the two (2) year period provided in Section 4.2 above constitutes in all respects a reasonable waiting period in light of the following:

  
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- a) the nature of the Company's activities;
- b) the amounts of money, effort and time invested by the Company to achieve its mission, projects and objectives;
- c) the nature of the Employee's functions in the Company;
- d) the serious injury that the disclosure or use of "confidential information" could cause the Company.

**5- Employee declarations**

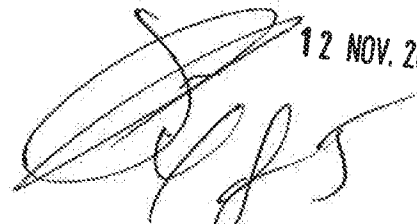
- 5.1 The Employee hereby declares that he understands each provision of this Agreement, and considers them to be reasonable and legitimate.
- 5.2 The Employee hereby declares that he has the legal capacity and complete freedom of right to sign the Agreement, and that he is not bound by any other agreement or any order by a court or government agency that could prevent him from signing this Agreement or could be incompatible with any provision herein.

**6- Breach**

- 6.1 Should the Employee violate any one of the provisions of this Agreement, the Company shall be entitled, without any other notice, to exercise any and all legal remedies available to it to put an immediate stop to the breach, by way of an injunction or otherwise, and obtain from the Employee payment of a sum of money representing fair damages with regard to said breach.

**7- General provisions**

- 7.1 Any authorization given to the Employee by the Company in respect of any one of the provisions of this Agreement, or any exceptional situation impeding or modifying any one of the provisions of this Agreement, shall not amend or nullify any other provision of this Agreement, not even the one related to said authorization or said impediment when said authorization has ceased or been withdrawn, or when said impediment has ceased.
- 7.2 This Agreement constitutes the only agreement between the parties for the subjects and matters it contains. The application and execution of this Agreement are not dependent on or subject to any other agreement, verbal or written, that may exist between the parties, or to any judgment of a court or discharge or out-of-court settlement in respect of any other agreement.

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- 7.3 Should one or more of the provisions contained in this Agreement be found by a court to be null and void or invalid, such nullity or invalidity shall in no way affect or reduce the other provisions of this Agreement, which shall continue to be fully enforced.
- 7.4 This Agreement, its application, its fulfilment and any and all legal remedies it may generate or cause come under the legislation of the Province of Quebec.
- 7.5 The disposal of the Company's business, or alteration of its corporate or legal structure, through a merger or otherwise, shall not terminate this Agreement, as any successor of the Company shall be named automatically.
- 7.6 **NOTICES:** Any notice or written communication between the parties relating to this Agreement may be validly directed to the respective addresses indicated on the first page of these presents. It is the responsibility of each of the parties to notify the other of any change of address.

## 8 Language

The Parties hereto declare that they have specifically required that this Agreement be drafted and executed in the English language. Les Parties aux présentes déclarent qu'elles ont spécifiquement demandé que le présent contrat soit rédigé et signé en langue anglaise, et par les présentes confirment leur dite demande.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED

AT

Harvard, THIS June 12, 2009

[Signature]  
KLOX TECHNOLOGIES Inc

[Signature]  
The employee

CERTIFIED  
TRUE COPY

[Signature]  
Jean-Yves Lacasse  
Notaire

12 NOV. 2014

[Signature]  
12 NOV. 2014

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